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SUPREME COURT OF THE UNITED STATES.

No. 105.

MARY E. BARNEY, BY HER NEXT FRIEND, MAXWELL WOODHULL, APPT.,

vs.

DAVID SAUNDERS, ROGER C. WEIGHTMAN, AND SAMUEL C. BARNEY.

APPEAL FROM THE CIRCUIT COURT UNITED STATES, FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF WASHINGTON.

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Style of Court.

DISTRICT OF COLUMBIA, To wit:

At a Circuit Court of the District of Columbia, begun and held in and for the County of Washington, in the City of Washington, on the third Monday of October, being the twentieth day of the same month, in the year of our Lord one thousand eight hundred and fifty-one, and of the Independence of the United States the seventy-sixth.

Present.

WILLIAM CRANCH, Chief Judge.
JAMES S. MORSELL, } Associate Judges.
JAMES DUNLOP, }
RICHARD WALLACH, ESQ., Marshall.
JNO. A. SMITH, Clerk.

In the record of proceedings of said Court, among others are the following, to wit:

MARY E. BARNEY, by her next friend, MAXWELL WOODHULL,

vs.

DAVID SAUNDERS, ROGER C. WEIGHTMAN and SAMUEL CHASE BARNEY.

Be it remembered, that heretofore, to wit, on the tenth day of March, in the year of our Lord, 1848, a certain Samuel Chase, Barney and Mary E. his wife, by Robert J. Brent, Esq., their solicitor, filed in the Court here, against the said David Saunders and Roger C. Weightman, the following bill of complaint and exhibits, to wit:

Complainants Bill.

To the Honorable the Judges of the Circuit Court of the District of Columbia, for Washington County, sitting in Equity.

Humbly complaining, show unto your Honors, your orators, Samuel Chase Barney, now of the City of Washington, in the District of Columbia, and Mary E. his wife, who is the only child of Edward De Krafft, late of the said City and District, deceased, the testator hereinafter named. That the said Edward DeKrafft was in his lifetime seized in fee simple of, or otherwise entitled to divers real estate situate in the said city, of considerable yearly value; and was also

possessed of, entitled to personal estate and effects to a large amount or value, and being so seized, possessed or entitled, and being of sound and disposing mind, memory and understanding, he, the said Edward DeKrafft, duly made and published his last will and testament, in writing, bearing date the fifteenth day of April, one thousand eight hundred and thirty-three, a certified copy whereof marked "exhibit A." your orators hereto append, and for greater certainty, crave leave to refer to and make a part of this their bill of complaint.

And your orators further show unto your Honors, that the said Edward DeKrafft departed this life sometime about the twenty-seventh day of June, in the year aforesaid, without having in any way annulled, cancelled, revoked or altered his said last will and testament, and that the same was afterward duly admitted to probate in and before the Orphan's Court in and for the county aforesaid. And that the said testator left to survive him, his said widow and your oratrix, the said Mary Eleanor, who will have arrived at the age of eighteen years on the nineteenth day of August, in the year one thousand eight hundred and forty-eight, should she so long live.

And your orators further show that, the said executors above named having renounced, letters of administration, with the will annexed, were in due form of law granted unto the widow of the said testator, who also refused to take under the devise and provisions of the said will, and elected to claim her dower and distributive share out of the estate of the said testator.

And your orators further show, that the said widow went into possession of the whole of the personal estate of the said testator, and assumed also by the assent and connivance of the said trustees, the management and control of the real estate, and continued to receive the interest, income and dividends of the personal property, and the rents, issues and profits of the real estate up to the period of her decease, which happened on or about the eighth of October, in the year one thousand eight hundred and thirty-four, and that after the death of the said widow, letters of administration (de bonis non) of the goods and chattels, rights and credits of the said Edward DeKrafft, which were left unadministered by the said administratrix were in due form of law unto the before mentioned David Saunders, named and appointed in the said will as one of the executors and trustees.

And your orators further show that the said David Saunders went into possession of the remaining personal estate of the said testator, and received in mortgages or some other sufficient and available securities, stocks and money, a large amount or value, to wit: to the amount or value of upwards of eighteen thousand dollars, as by his account as such administrator, (a certified copy whereof, your orators hereto append, marked exhibit B., and pray to be taken as part of this bill,) will fully appear.

And your orators further show that the aforesaid Joseph Pearson

died soon after the said testator, and never acted as trustee, or accepted or interfered with the trusts created by the will, and that the said Roger C. Weightman and David Saunders, as trustees, went into possession of a large portion of the personal property of the said testator, to the amount or value of upwards of seventeen thousand dollars, and that they or the said Saunders, who by the assent or without the interference of the said Roger C. Weightman, assumed the action, management, and control of the trust funds and property, received from time to time, the rents, issues and profits of the said real estate.

And your orators further show that the said trustees neglected to collect and receive considerable sums of money due and owing to the estate of the said testator, from the said administratrix, and also from a certain Wm. Dewers, who obtained letters of administration upon the estate of the said Eleanor DeKrafft, to be granted to him, and which said debts or sums of money might have been obtained and received, had the said trustees used due diligence to collect the same. And the said David Saunders received and retained, under the claim that he was entitled thereto, as commissions, or for compensation of his services as administrator de bonis non as aforesaid, a large sum of money, to wit: the sum of nine hundred and twenty-seven dollars and seventy-one cents, which said sum ought to have been received and held by the said trustees, under the directions and provisions, and for the purposes mentioned in said will, and for which, with its interest, the said trustees ought in equity and justice, to be held accountable.

And your orators further show that the personal property which went into the possession of the said trustees, consisted principally of investments made by the said testator in his life-time, partly in good and available stocks, but mostly in moneys loaned and secured by mortgages, deeds of trust, or other perfectly safe and sufficient securities. And that the testator's real estate consisted of houses and lots in the City of Washington, of the annual rental value of from fifteen hundred to two thousand dollars; and that the whole income of the said trust estate in each year since it has been under the control of the said trustees, has been or ought to have been, if properly managed, from three to four thousand dollars.

And your orators further show that the said David Saunders, by the assent and agreement of the said co-trustee, has ever since the death of the said widow, continued to receive the interest, income and dividends of the said personal estate, and the rents, issues and profits of the said real estate, and that the amount of money which either as income or as loans paid in, has come into his possession, is upwards of fifty thousand dollars.

And your orators further show that the said David Saunders, has as he admits, from time to time taken and applied to his own use,

large sums out of the income of the said trust estate, as and for loans to himself, and compensation for his services as trustee, amounting to upwards of fifteen thousand dollars, which amount he still retains, subject, however, to the estimated value of a house and lot, which your orators agreed to receive in part payment of his indebtedness to the trust estate, which said house and lot, estimated (though considerably above its actual value) at six thousand dollars, was conveyed to the said David Saunders and wife, by indenture bearing date the eighteenth day of September, one thousand eight hundred and forty-seven, to the sole and separate use of your oratrix.

And your orators further state, that in addition to this admitted conversion of the large amounts of the said trust fund as above stated, the said David Saunders has from time to time held and used other large sums or portions of the income of the said trust estate for his own use and benefit, and has made large profit thereby, and has invested the same in real estate or otherwise for his own use, which said sums and profit he is justly and equitably bound to account for and refund to the said trust estate.

And your orators further show that the said David Saunders, on or about the first day of April, in the year one thousand eight hundred and forty-two, or previously, took and received for his own use and benefit, of the moneys of the said trust estate, the sum of two thousand nine hundred and seventy dollars and sixty-nine cents or thereabouts, and contrary to the express directions of said will, and in violation of his duty as trustee, deposited on interest, but without security, the same with or to a certain C. S. Fowler, whereby the said sum of money was, in consequence of the failure and insolvency of the said Fowler, utterly lost, which said sum, with interest thereon, ought also to be accounted for and repaid to the said trust estate.

And your orators further show that the said Roger C. Weightman has received from the said trust estate, partly for the maintenance and education of your oratrix, and partly as loans and in payment of alleged services as trustee, the sum or amount of upwards of nine thousand dollars; but what portion of the same has been received and applied to the purposes of maintenance and education, your orators are unable to say; but they state and show to your honors that your oratrix was of tender years, and that neither her support or education could have been productive of much cost or expense.

And your orators further show unto your honors that on the fourteenth day of June, in the year one thousand eight hundred and forty-seven, your orator and oratrix intermarried, and although to the true meaning and construction of the will of the said testator, your oratrix or your orator, in her right, was entitled to receive three-fourths of the whole income of the said trust estate, which has accrued since the death of the testator's widow, or at least your oratrix is entitled to receive to her sole and separate use the income now from time to time

accruing, or three-fourths thereof, yet the said trustees, disregarding the urgent necessities and reasonable requests of your orator and oratrix, have refused to pay over to your orator or to your oratrix, for her sole and separate use, even the accruing income of the said trust estate, or three-fourths thereof, after deducting necessary expenses. But a few weeks previous to the marriage of your orator and oratrix, the said David Saunders, knowing that the said marriage was about to be contracted, and that your oratrix would need the income to which she was entitled, illegally loaned to his own son, John H. Saunders, out of the said income, the sum of upwards of five hundred dollars; and has, since the said intermarriage, loaned to the said Roger C. Weightman, out of said income, the sum of two hundred and thirty dollars and fifty-seven cents, and has also paid over to him the further sum of two hundred and twenty dollars, but for what purpose your orators cannot state; and has also loaned to R. H. Weightman, a son of the said Roger, the further sum (part of said income) of two hundred and fifty-one dollars and sixty-seven cents.

And your orators further show that, among the investments, part and parcel of the said personal estate which came into the possession of the said trustees, were one hundred and thirty-six shares of the capital stock of the Bank of the Metropolis, in the city aforesaid, part of which said stock, to wit, thirty-five shares, of the value of nine hundred and ten dollars, have been sold or otherwise disposed of by the said Trustees, or by the said David Saunders, with the assent of the said co-trustee, with the proceeds or value of which the said trustees ought to be charged.

And your orators further show, that with the exception of a small portion, the original good and secure investments of the said personal estate, secured by mortgages, deeds of trust, or otherwise, have been changed, and that the greater part of the said personal estate is now in the hands of the said David Saunders and Roger C. Weightman, and certain of their respective families and personal friends, either without adequate security, or security remote from this jurisdiction, and your orators have good ground to fear the ultimate safety of the said investments, or great difficulty in realizing the same.

And your orators further show that they have, by themselves and their agents, repeatedly applied to the said trustees, and particularly to the said David Saunders, who, as your orators have before stated, hath principally acted under the trusts of the said will, for a full and complete account of the personal estate of the testator, constituting a portion of the said trust fund received and possessed by them, and the interest, income, and dividends thereof, and also an account of the rents, issues, and profits of the real estate, and to know how, or in what manner, the same has been from time to time applied, disbursed, invested, or reinvested, and what portion is now remaining in their hands, and your oratrix hath repeatedly, since her said intermarriage,

applied to the said trustees, to pay over to her sole and separate use the income of the said trust estate, or such portion thereof as your oratrix, or your orator in her right, may be entitled to receive in order that the same might be received and applied to the maintenance of your oratrix, but although the said David Saunders, after great delay, did render to your orators an incomplete statement, sufficient however to exhibit the breaches of trust and negligence hereinbefore stated, yet he hath, and both the said trustees have refused to render a full and complete account of the said trust estate, or to exhibit any vouchers of their alleged disbursements, and have refused to pay over to your oratrix for her sole and separate use, or to your orator in her right, such portions of the arrears of income, or the income from time to time accruing since the said intermarriage, and since the death of your oratrix's said mother, as he or she may be entitled to receive, sometimes pretending that your oratrix, under the provisions of the said will, is not entitled, until she shall have arrived at the age of eighteen years, either to the whole of the accruing income of the said trust estate, or three-fourths thereof, but only to such sum for maintenance as the said trustees may think proper to allow, and the said David Saunders, since the intermarriage of your oratrix, hath proposed to pay to your oratrix for her support the pittance of six hundred dollars per annum.

And your orators charge that, according to the true construction and meaning of the said testator's will, your oratrix is entitled to receive the whole accruing income of the said trust estate, and that there is no necessity for the active intervention of the said trustees, who stand seized and possessed of the said property merely to preserve it to the sole and separate use of your oratrix, free from the control or engagements of your orator, and that your oratrix is fully competent to receive and give receipts and acquittances, for the whole of the said interest, income and dividends, rents, issues and profits.

And your orators further charge, that your orator, in right of your oratrix, is entitled to receive the arrears of three-fourths of the income, interest and dividends, rents, issues and profits of the said trust estate, which have accrued since the death of the said widow of the testator, although your orator is well content to submit to such order or direction in regard to the payment, disposition, or investment of the same, as to your Honors shall seem meet. And the said trustees sometimes allege that the income of the said trust estate, after discharging the necessary costs and expenses, was little more than sufficient for the maintenance and education of your oratrix, and that there was little or no surplus of accruing income, and that they have diligently and safely invested the same, and that the trustees have lent out large sums to divers persons, intending the same for the benefit of your oratrix, but that such persons have failed in business and become insolvent, and that said sums cannot now be recovered, and that for

these reasons there has been no increase of the trust estate, and that the said trustees ought not to be held accountable for such losses:—whereas your orators expressly charge, that the said David Saunders, who, by the assent of his said co-trustee, principally or entirely managed the said trust estate, hath, from time to time, used a large portion of the excess of the said accruing income of the trust estate, beyond necessary disbursements, for his own benefit, and hath in fact made large profits by the use of the said trust funds, and that the said trustees are properly chargeable with all such moneys and profits, and that they ought to be held to account for a large accumulation which came into their possessions, and be charged with interest from the several quarters of each and every year, upon the whole of the accruing income of the said trust estate over and above the necessary disbursements.

And your orators further charge, that in consequence of the said trustees retaining for their own use large sums of money as loans so called, and compensation for alleged services, the said trust estate has considerably diminished in their hands.

And your orators further charge, that if entitled at all for compensation for services, the said trustees cannot in justice or equity, pretend to retain the large sums received by them under that pretence. All which actings and doings of the said trustees are contrary to right equity and good conscience and tend to the manifest injury and oppression of your orators. In tender consideration whereof, and paramount as matters of this nature, are properly cognizable and relievable in a Court of Equity.

To the end therefore, that the said David Saunders and Roger C. Weightman may, upon their several corporal oaths, true and perfect answer, make to all and singular the premises as fully and particularly as if the same were here again repeated and interrogated; and that they may set forth whether your oratrix's father did not make such last will and testament as hereinbefore set forth, or any other, and what will and whether he did not leave to survive him his said widow and your oratrix, and whether your oratrix is not of such age, as hereinbefore stated. Whether the said executors did not renounce, and whether administration was not granted to said widow, whether she went into possession of the personal property, and assumed the management of the real estate as herein before stated, and whether she died at or about the time mentioned, whether after her death, administration (de bonis non) was not granted to the said David Saunders, and whether he did not receive such personal estate and of such value as herein alleged, whether the said Joseph Pearson ever acted as trustee, and whether the said David Saunders and Roger C. Weightman did not take possession of the real and personal estate of said testator, and what was the amount and value thereof. Whether the said David Saunders, with the consent or acquiescence of the said

Roger C. Weightman, assume the management of said estate and receive the interest, income and dividends, and rents, issues and profits thereof.

And that they may answer and set forth whether there was not a considerable balance due the estate, of the testator from said administratrix or said William Dewers as her administrator, and whether the same might not have been recovered by legal diligence, and whether the said David Saunders did not retain the sum of nine hundred and twenty-seven dollars and seventy-one cents, and whether the said Metropolis Bank stock was sold for that purpose, and whether the personal and real estate of said testator were of the character, description and annual value herein before stated; and whether the interest, income, dividends, rents, issues and profits, received by said David Saunders, do not amount in the gross, to upwards of fifty thousand dollars. And whether the said David Saunders has not from time to time taken and applied large sums amounting to upwards of fifteen thousand dollars, or what amount of the income or principal of said estate to his own use; and whether such partial settlement of his indebtedness was not made, and when. And that they may set forth and discover whether the said David Saunders has not from time to time used and received interest or profit for other large sums of money, part and parcel of said estate. Whether he has not used said moneys for the purpose of purchasing real estate or other property on speculation, and whether he has not made considerable profit thereby, which he has never passed to the credit of said trust estate, but kept for his own use, and whether he has not received the rents of said real estate quarterly, and frequently in advance, and charged the same in his said incomplete account, as received annually. And whether the said David Saunders has not from time to time lent the moneys of said estate to his own family and friends, and if so, on what security. And whether he did not lend to or deposit on interest with the said C. S. Fowler without security, the said sum of two thousand nine hundred and seventy dollars and sixty-nine cents, or what sums; and whether the said amount was not actually lost, and how and why; and whether the said estate was ever credited with any interest or profit arising from said loan or deposite, and how the same was from time to time deposited and drawn out.

And that they may set forth and discover whether the said amount of upwards of nine thousand dollars, or what sum has not been received and retained by said Roger C. Weightman, and on what account, and how much thereof was applied to the maintenance and education of your oratrix. Whether your orator and oratrix did not intermarry at the time herein before stated; and whether the said David Saunders has not, since the said intermarriage, refused or neglected to pay over the accruing income of said trust estate or three-fourths thereof, to the sole and separate use of your oratrix, and for her maintenance and support. And whether he has not used a considerable portion

of said income since the event aforesaid, in loans to his son and other friends, as herein before stated, and on what security; and that they may answer all and singular the premises fully, distinctly and particularly. That the said David Saunders and Roger C. Weightman, who are prayed to be made defendants hereto, may fully and particularly account for all said trust estate, and the income and profits thence accruing.

And that an account may be taken under the direction of this Court, of all and every the said trust property and effects which have, or but for the willful neglect and default of the said trustees, might have been received by them or either of them or by any other person or persons, by their or either of their order, or to their or either of their use; and also an account of all and every the income, interest and dividends of the said personal estate, and the rents, issues and profits of the said real estate, and the application, disbursement, investment and re-investment thereof; and that they may be respectively decreed to pay what shall appear to be due from them upon such account. And that they may be declared to be responsible for all the said trust money, or for the value or produce of such securities as the same have been re-invested in, or have been alleged to be re-invested in, as may be most for the benefit of your orators; and may be ordered to invest the same in good security. And that the said David Saunders and Roger C. Weightman may be removed from the trusteeship under the will of said testator, and that some other fit and suitable person or persons may be appointed by this Honorable Court to hold the said trust estate, according to the provisions and limitations of the said will, and that, in the meantime, if it shall seem necessary and proper to this Honorable Court, some proper person may be appointed to receive the interest, income and dividends, rents, issues and profits of the said trust estate, and pay over the same or such portion thereof, as your oratrix may be entitled to receive, to the sole and separate use, and for the maintenance of your oratrix. And that your orators may have such other and further relief, as the nature of the case may require.

May it please your Honors to grant unto your orators the writ of subpœna of the United States of America, to be issued out of this Honorable Court, directed to the said David Saunders and Roger C. Weightman, commanding them and each of them at a certain day, and under a certain pain therein to be inserted, personally to be and appear before your honors in this Honorable Court, then and there to answer the premises, and to stand to and abide such order or decree therein, as to your Honors shall seem agreeable to equity and good conscience, and your orators will ever pray, &c.

ROBERT J. BRENT,
Solicitor for Complainants.

EXHIBIT A.

Last Will of Edward DeKrafft.

I, Edward DeKrafft, of the City of Washington, make this my last will and testament.

I give and devise all my type, presses and other printing materials, and the tools, implements and materials of my bindery, to my nephew Frederick William DeKrafft, his executors, administrators and assigns.

I give and devise all my real estate, and the rest and residue of my personal estate, to Joseph Pearson of Washington County, Roger C. Weightman, of the City of Washington, and David Saunders, of said city, and the survivor of them, his heirs, executors and administrators, upon the following trusts, that is to say: to suffer and permit my wife Eleanor, to use, occupy, possess and enjoy the house and lot where I dwell, or any other of my houses and lots that she may prefer, together with all my furniture, plate, horses and carriage, for and during her natural life, if she shall so long continue my widow; and upon this further trust, to take and receive the rents and profits of my said real estate, and the interest, income and dividends of the said rest and residue of my personal estate, and after paying all cost and expenses of repairs, and taxes, and other necessary expense about the same, including the cost and expense of keeping the houses and buildings well and sufficiently insured against loss and damage by fire, to pay over quarterly to my said wife, until my daughter Mary Eleanor attains the age of eighteen, if my said wife shall so long continue my widow, three-fourths of the said rents and profits, interest, income and dividends, for the use and support of my said wife, and the maintenance and education of my said daughter, and lay out and invest the residue of the said rents and profits, interest, income and dividends, with the annual produce thereof, from time to time, in bank or other stocks, or lay out the same at interest upon good security, and from and after my said daughter attains that age, pay over quarterly to my said wife for her sole use and benefit during her natural life, if she shall so long continue my widow; one-half of the said rents and profits, interest, income and dividends, the other half, together with the annual produce, interest and dividends of the said fourth so directed to be invested, to be paid over to my said daughter, to and for her sole and separate use and benefit. And upon the death or marriage of my said wife, which ever may first happen, to have and to hold the said real and personal estate, with the interest, income and profits thereof, to and for the sole and separate use and benefit of my said daughter, her heirs and assigns, so that the same, or any part thereof, shall not at any time be subject to the control or disposal of any husband of my said daughter, or liable

to or bound for, or by any of the debts, contracts or engagements of such husband; but in case of the death of my said daughter before she attains that age, it is my will and desire that my said trustees continue to pay over quarterly to my said wife, during her natural life, she continuing unmarried at the time of the death of my said daughter, the said three-fourths of the said rents and profits, interest, income and dividends, for her sole use and benefit, so long as she shall continue my widow, the other fourth thereof to go to the lawful issue of my said daughter, and in case she dies before that age without such issue to such person or persons as would be entitled thereto had I died childless, intestate and unmarried. And in case of the death of my said daughter under that age, without such issue thereupon the marriage or death of my said wife, which ever may first happen, to have and to hold the said real and personal estates, with the interest, income and profits thereof, to and for the use of such person or persons, their heirs and assigns, as would have been entitled thereto, had I died childless, intestate and unmarried.

And my will further is, that my said trustees or the survivor may and shall, with the consent in writing of my wife, dispose of any real estate or any part thereof, if it be deemed most prudent and eligible to do so, and invest and lay out the proceeds in other real estate, bank or other stocks as to them may seem best, provided if in real estate, it shall be in some of the cities north or east of the City of Washington; the rents and profits, interest, income and dividends of the real estate or stocks whereon or upon which the proceeds of the real estate so sold or disposed of shall be invested or placed to be applied and disposed of in the same manner and to the same persons as the rents and profits of the said real estate so sold and disposed are hereinbefore directed to be applied or disposed of.

And it is my will and desire that upon the payment of any bonds, mortgages or debts owing to me or which may hereafter accrue to my estate, that the said trustees ———— and lay out the monies in bank or other stocks, or put the same out at interest upon good security, having particular regard to the safety and security of such investments.

I hereby constitute and appoint the said Joseph Pearson, Roger C. Weightman, and David Saunders, executors of this my last will and testament, revoking and annulling all former wills by me heretofore made, ratifying and confirming this to be my last will and testament.

In witness whereof I have hereunto set my hand and seal this fifteenth day of April, eighteen hundred and thirty-three.

E. De KRAFFT, [SEAL.]

Signed, sealed, published and delivered by Edward De Krafft, the said testator, as and for his last will and testament, in the presence of

us who at his request and in his presence and in the presence of each other have subscribed our names as witnessess thereto.

RICHARD WALLACH,
JOHN F. CALLAN,
GEO. S. NOYES.

DISTRICT OF COLUMBIA,
Washington County, to wit:

July the 1st, 1833.

This day appeared Richard Wallach, John F. Callan, and George S. Noyes, the three subscribing witnesses to the aforegoing last will and testament of Edward De Krafft, late of the County of Washington aforesaid, deceased, and severally made oath on the Holy Evangely of Almighty God, that they did see the testator therein named, sign and seal this will, that he published, pronounced and declared the same to be his last will and testament: that at the time of his so doing he was, to the best of their apprehensions, of sound and disposing mind memory and understanding, and that they respectively subscribed their names as witnesses to this will in the presence and at the request of the testator and in the presence of each other.

Sworn before HENRY C. NEALE,
Register of Wills.

DISTRICT OF COLUMBIA,
Washington County, to wit:

I certify that the aforesaid (last will and testament of Edward De Krafft) is truly copied from the original, filed and recorded in my office.

Witness my hand and seal of office this 5th day of July, in the year 1833.

HENRY C. NEALE,
Register of Wills.

EXHIBIT B.

First and final account of David Saunders, administrator d. b. non of Edward De Krafft, deceased.

This accountant charges himself with the following mortgages, stocks and money, received as specified below, to wit:

To Nathan Smith, deed of trust,	$2,500 00
William Cooper, same,	5,000 00
Raphael Jones, same,	2,250 00
Joseph Clarke, same,	2,500 00
Amount carried forward,	$12,250 00

Amount brought forward,	$12,250 00
6 shares United States Bank stock,	636 00
136 shares Metropolis Bank stock,	3,400 00
6 shares Chesapeake and Ohio Canal stock,	600 00
25 shares Maryland and Rockville Turnpike stock,	500 00
Columbia Steamboat stock,	200 00
1 share Washington Theatre,	150 00
Cash from John Walker for house rent,	65 00
Ezekiel Young, same,	50 00
Mrs. Woodyear, same,	137 50
And this sum received from the administrator of Eleanor De Krafft, deceased,	565 70
	$18,554 20

And he prays a credit for the following payments, to wit:

Paid Gales & Seaton, per voucher No. 1,	$1 50
" Benj'm E. Gittings, " " 2,	2 48
" John A. Smith, " " 3,	40 06
" Richard Wallach, " " 4 & 5,	110 00
" Register of Wills' fees, " " 6,	5 65
" Gideon & Sweeney, " " 7,	10 00
" Trustees to German Church, per voucher No. 8,	10 00
" Register of Wills' fees, " " 9,	1 00
" Adm'r of Eleanor De Krafft, dec'd " " 10,	2 67
And a commission of five per cent on $18,554 20, is	927 71
And for fees on this account, per voucher No. 11,	5 44
	$1,116 51
Balance due by administrator d. b. non.,	17,437 69
	$18,554 20

DISTRICT OF COLUMBIA,
Washington County, to wit:

Orphans' Court, April 19, 1836.

This day appeared David Saunders, administrator aforesaid, and made oath on the Holy Evangels of Almighty God, that the aforegoing account as stated is just and true, that he has bona fide paid or secured to be paid, the several sums for which he claims a credit, which is by the court allowed and passed. Test.

ED. N. ROACH,
Register of Wills.

True copy. Test,
ED. N. ROACH,
Register of Wills.
February 2d, 1849.

Thereupon subpœnaes issued against the said defendants, and were made returnable to the fourth Monday of March, instant.

At which said fourth Monday of March, 1848, being the day of the return of the subpœnaes aforesaid, come into Court here the said Samuel Chase Barney and Mary E. Barney, by their solicitor aforesaid, and the marshal aforesaid to whom the subpœna was directed makes return thereof, that he had summoned the said David Saunders and the said Roger C. Weightman, and they being called, appear in Court here by Joseph H. Bradley, Esq., their solicitor, thereupon further proceedings of and upon the premises, with the consent of the said parties, by their solicitors aforesaid, and by order of the Court, is continued until the third Monday of October next.

And now, to wit, the said third Monday of October, in the year 1848, come into court here, as will the complainants, as the defendants, by their solicitors aforesaid, and the said defendants, by their solicitor aforesaid, files here the following demurrer, to wit:

"The demurrer of Daniel Saunders and Roger C. Weightman, defendants in the bill of complaint of Samuel Chase Barney and Mary E. Barney, his wife, in the Circuit Court of the District of Columbia, sitting in equity.

These defendants by protestation, not confessing or acknowledging all or any of the matters and things in the said bill of complaint contained to be true, in such manner and form as the same are therein and thereby set forth and alleged, do demur in law to the said bill, and for cause of demurrer say, that it appears by the said complainants' own showing by their said bill of complaint, that the said complainants are not entitled to the discovery or relief prayed by their said bill against the said defendants: wherefore, and for divers other good causes of demurrer appearing in the said bill of complaint, these defendants do demur to the said bill, and to all the matters and things therein contained, and pray the judgment of this honorable Court, whether they shall be compelled to make any further or other answer to the said bill; and they humbly pray to be hence dismissed, with their reasonable costs in this behalf sustained.

JOSEPH H. BRADLEY,
Defendants' Solicitor."

Thereupon further proceedings of and upon the premises aforesaid, with the consent of the said parties by their solicitors aforesaid, and by order of the Court, is continued until the fourth Monday of March next.

At which said fourth Monday of March, in the year 1849, come into Court here the parties aforesaid, by their solicitors aforesaid, and thereupon the complainants, by their solicitor aforesaid, ask leave of

the Court here to amend their bill aforesaid, which is granted them on their paying the costs of their amendment.

Thereupon Mary E. Barney, by her next friend, Maxwell Woodhull, filed in court here, against the said David Saunders and Roger C. Weightman and a certain Samuel Chase Barney the following bill of complaint, and exhibits as an amended bill in this court, to wit:

To the Honorable the Judges of the Circuit Court of the District of Columbia, in Washington County. Sitting in equity.

Humbly complaining shows unto your honors, your oratrix, Mary E. Barney, of the City of Washington, in the District of Columbia, the wife of Samuel Chase Barney, (a defendant hereinafter named,) by her next friend, Maxwell Woodhull, of the same city and district; that your oratrix is the only child of Edward De Krafft, late of the said city and district, deceased, the testator hereinafter named; that the said Edward De Krafft was in his lifetime seized in fee simple of or otherwise entitled to divers real estates, situate in the said city, of considerable yearly value, and was also possessed of or entitled to personal estate and effects to a large amount or value, and being so seized, possessed or entitled, and being of sound and disposing mind, memory and understanding, he, the said Edward De Krafft, duly made and published his last will and testament in writing, bearing date the fifteenth day of April, one thousand eight hundred and thirty-three, a certified copy whereof, marked "Exhibit A," your oratrix hereto appends, and for greater certainty craves leave to refer to, and marks as part of this, her bill of complaint.

And your oratrix further shows unto your Honors, that the said Edward DeKrafft departed this life some time about the twenty-seventh day of June, in the year aforesaid, without having in any way annulled, cancelled, revoked, or altered his said last will and testament, and that the same was afterwards duly admitted to probate in and before the Orphans' Court, in and for the County of Washington, in the District aforesaid. And that the said testator left to survive him his said widow, and your oratrix, the said Mary Eleanor, who arrived at the age of eighteen years on the nineteenth day of August, in the year one thousand eight hundred and forty-eight.

And your oratrix further shows, that the said executors above named having renounced letters of administration, with the will annexed, were, in due form of law, granted unto the widow of the said testator, who also refused to take under the devises and provisions of the said will, and elected to claim her dower and distributive share out of the estate of the said testator.

And your oratrix further shows, that the said widow went into possession of the whole of the personal estate of the said testator, and assumed also, by the assent and connivance of the said trustees, the management and control of the real estate, and continued to receive

the interest, income, and dividends of the personal property, and the rents, issues, and profits of the real estate up to the period of her decease, which happened on or about the eighth of October, in the year one thousand eight hundred and thirty-four, and that, after the death of said widow, letters of administration (de bonis non) of the goods and chattels, rights and credits of the said Edward DeKrafft, which were left unadministered by the said administratrix, were in due form of law granted unto the before-mentioned David Saunders, named and appointed in the said will as one of the executors and trustees.

And your oratrix further shows, that the said David Saunders went into possession of the remaining personal estate of the said testator, and received in mortgages, or some other sufficient and available securities, stocks and money, a large amount or value, to wit:—to the amount or value of upwards of eighteen thousand dollars, as by his account as such administrator, a certified copy whereof your oratrix hereto appends, marked exhibit B., and prayed to be taken as part of this bill, will more fully appear.

And your oratrix further shows, that the aforesaid Joseph Pearson died soon after the said testator, and never acted as executor, or accepted or interfered with the trusts created by the will, and that the said Roger C. Weightman and David Saunders as trustees went into possession of a large portion of the personal property of the said testator, to the amount or value of upwards of seventeen thousand dollars, and that they, or the said David Saunders, who, by the assent, or without the interference of the said Roger C. Weightman, assumed the active management and control of the trust funds and property, received from time to time the rents, issues, and profits of the said real estate.

And your oratrix further shows, that the said trustees neglected to collect and receive considerable sums of money due, and owing to the estate of the said testator from the said administratrix, and also from a certain William Dewees, who obtained letters of administration upon the estate of the said Eleanor DeKrafft to be granted to him, and which said debts or sums of money might have been obtained and received, had the said trustees used due diligence to collect the same, and the said David Saunders received and retained, under the claim that he was entitled thereto as commissions, or for compensation of his services as administrator de bonis non as aforesaid, a large sum of money, to wit:—the sum of nine hundred and twenty-seven dollars and seventy-one cents, which said sum ought to have been received and held by the said trustees, under the directions and provisions, and for the purposes mentioned in said will, and for which, with its interest, the said trustees ought in equity and justice to be held accountable.

And your oratrix further shows, that the personal property which

went into the possession of the said trustees, consisted principally of investments made by the said testator in his life time, partly in good and available stocks, but mostly in moneys loaned and secured by mortgages, deeds of trust, or other perfectly safe and sufficient securities; and that the testator's real estate consisted of houses and lots in the City of Washington, of the annual rental value of from fifteen hundred to two thousand dollars, and that the whole income of the said trust estate in each year, since it has been under the control of the said trustees, has been, or ought to have been if properly managed, from three to four thousand dollars.

And your oratrix further shows, that the said David Saunders, by the assent and agreement of the said co-trustee, has ever since the death of the said widow, continued to receive the interest, income and dividends of the said personal estate, and the rents, issues and profits of the said real estate; and that the amount of money, which either as income or as loans paid in, has come into his possession, is upwards of fifty thousand dollars.

And your oratrix further shows, that the said David Saunders has as he admits, from time to time, taken and applied to his own use large sums of the income of the said trust estate, as and for loans to himself, and compensation for his services as trustee amounting to upwards of fifteen thousand dollars, which amount he still retains—subject, however, to the deduction of the estimated value of a house and lot which your oratrix agreed to receive in part payment of his indebtedness to the trust estate, which said house and lot estimated (although considerably above its actual value) at six thousand dollars, was conveyed by the said David Saunders and wife by indenture, bearing date the eighteenth day of September, in the year one thousand eight hundred and forty-seven, to the sole and separate use of your oratrix.

And your oratrix further states, that in addition to this admitted conversion of the large amount of the said trust fund as above stated, the said David Saunders has from time to time held and used other large sums or portions of the income of the said trust estate for his own use and benefit, and has made large profits thereby, and has invested the same in real estate or otherwise for his own use, which said sums and profits he is justly and equitably bound to account for and refund to the said trust estate.

And your oratrix further shows, that the said David Saunders, on or about the first day of April, in the year one thousand eight hundred and forty-two, or previously, took and received for his own use and benefit of the moneys of the said trust estate the sum of two thousand nine hundred and seventy dollars and sixty-nine cents, or thereabouts, and contrary to the express directions of said will and in violation of his duty as trustee deposited on interest, but without security, the same with or to a certain C. S. Fowler, whereby the said sum of money

was in consequence of the failure and insolvency of the said Fowler utterly lost, which said sum with interest thereon ought also to be accounted for and repaid to the said trust estate.

And your oratrix further shows, that the said Roger C. Weightman has received from the said trust estate partly for the maintenance and education of your oratrix, and partly as loans and in payment of alleged services as trustee, the sum or amount of upwards of nine thousand dollars, but what portion of the same has been received and applied to the purpose of maintenance and education your oratrix is unable to say, but she states and shows to your honors that your oratrix was of tender years, and that neither her support nor education could have been productive of much cost or expense.

And your oratrix further shows unto your honors, that on the fourteenth day of June, in the year one thousand eight hundred and forty-seven, your oratrix intermarried with a certain Samuel Chase Barney, who is prayed to be made a defendant hereto, and although according to the true meaning and construction of the will of the said testator your oratrix or her said husband in her right was entitled to receive three-fourths of the whole income of the said trust estate, which has accrued since the death of the testator's widow, or at least your oratrix is entitled to receive to her sole and separate use the income now from time to time accruing or three-fourths thereof, yet the said trustees disregarding the urgent necessities and reasonable requests of your oratrix have refused to pay over to your oratrix for her sole and seperate use even the accruing income of the said trust estate or three-fourths thereof, after deducting necessary expenses; but a few weeks previous to the intermarriage of your oratrix and the said Samuel Chase Barney, the said David Saunders knowing that the said marriage was about to be contracted and that your oratrix would need the income to which she was entitled, illegally loaned to his son John H. Saunders out of the said income the sum of upwards of five hundred dollars, and has, since the said intermarriage, loaned to the said Roger C. Weightman out of said income the sum of two hundred and thirty dollars and fifty-seven cents, and has also paid over to him the further sum of two hundred and twenty dollars, but for what purpose your oratrix cannot state, and has also loaned to R. H. Weightman, a son of the said Roger, the further sum (part of said income) of two hundred and fifty-one dollars and sixty-seven cents.

And your oratrix further shows, that among the investments part and parcel of the said personal estate which came into the possession of the said trustees were one hundred and thirty-six shares of the capital stock of the Bank of the Metropolis, in the city aforesaid, part of which said stock, to wit: thirty-five shares, of the value of nine hundred and ten dollars, have been sold or otherwise disposed of by the said trustees or by the said David Saunders, with the assent of his

said co-trustee, with the proceeds or value of which the said trustees ought to be charged.

And your oratrix further shows, that with the exception of a small portion, the original good and secure investments of the said personal estate, secured by mortgages, deeds of trust or otherwise, have been changed, and that the greater part of the said personal estate is now in the hands of the said David Saunders and Roger C. Weightman, and certain of their respective families and personal friends, either without adequate security or security remote from this jurisdiction, and your oratrix has good ground to fear the ultimate safety of the said investments or great difficulty in realizing the same: and your oratrix further shows, that she has by herself and her agents repeatedly applied to the said trustees, and particularly to the said David Saunders, who, as your oratrix has before stated, hath principally acted under the trusts of the said will, for a full and complete account of the personal estate of the testator, constituting a portion of the said trust fund, received and possessed by them, and the interest, income and dividends thereof, and also an account of the rents, issues and profits of the real estate, and to know how or in what manner the same has been from time to time applied, disbursed, invested or re-invested, and what portion is now remaining in their hands.

And your oratrix hath repeatedly since her said intermarriage applied to the said trustees to pay over to her sold and separate use the income of the said trust estate or such portion thereof as your oratrix or her said husband in her right may be entitled to receive, in order that the same might be received and applied to the maintenance of your oratrix, but although the said David Saunders after great delay did render unto your oratrix an incomplete statement, sufficient, however, to exhibit the breaches of trust and negligence hereinbefore stated, yet he hath and both the said trustees have refused to render a full and complete account of the said trust estate, or to exhibit any vouchers of their alleged disbursements, and have refused to pay over to your oratrix for her sole and separate use, or to her said husband in her right such portion of the arrears of income or the income from time to time accruing since the said intermarriage and since the death of your oratrix's said mother as he or she may be entitled to receive, sometimes pretending that your oratrix under the provisions of the said will is not entitled until she shall have arrived at the age of eighteen years either to the whole of the accruing income of the said trust estate or three-fourths thereof, but only to such sum for maintenance as the said trustees may think proper to allow; and the said David Saunders since the intermarriage of your oratrix hath proposed to pay to your oratrix for her support the pittance of six hundred dollars per annum.

And your oratrix charges that according to the true construction and meaning of the said testator's will, your oratrix is entitled to

receive the whole accruing income of the said trust estate, and that there is no necessity for the active intervention of the said trustees, who stand seized and possessed of the said property, merely to preserve it to the sole and separate use of your oratrix, free from the control and engagements of her said husband. And that your oratrix is fully competent to receive and give receipts and acquittances for the whole of the said interest, income and dividends, rents, issues and profits.

And your oratrix further charges that her husband in right of your oratrix, is entitled to receive the arrears of three-fourths of the income, interests and dividends, rents, issues and profits, of the said trust estate, which have accrued since the death of the said widow of the testator, although her said husband is well content to submit to such order or direction in regard to the payment, disposition or investment of the same, as to your honors shall seem meet.

And the said trustees sometimes allege that the income of the said trust estate, after discharging the necessary costs and expenses, was little more than sufficient for the maintenance and education of your oratrix; and that there was little or no surplus of accruing income, and that they have diligently and safely invested the same, and that the trustees have lent out large sums to divers persons, intending the same for the benefit of your oratrix, but that such persons have failed in business, and become insolvent; and that the said sums cannot now be recovered, and that for these reasons, there has been no increase of the said trust estate, and that the said trustees ought not to be held accountable for such losses.

Whereas, your oratrix expressly charges that the said David Saunders, who, by the assent of his co-trustee, principally or entirely managed the said trust estate, hath from time to time used a large portion of the excess of the said accruing income of the trust estate, beyond necessary disbursements for his own benefit, and hath in fact made large profits by the use of the said trust funds, and that the said trustees are properly chargeable with all such moneys and profits, and that they ought to be held to account for a large accumulation, to the estate which came into their possession, and be charged with interest from the several quarters of each and every year, upon the whole of the accruing income of the said trust estate, over and above the necessary disbursements.

And your oratrix further charges that in consequence of the said trustees retaining for their own use, large sums of money as loans so called, and compensation for alleged services, the said trust estate has considerably diminished in their hands. And your oratrix further charges that if entitled at all, to compensation for services. the said trustees cannot in justice or equity, pretend to retain the large sums received by them under that pretence; all which actions and doings

of the said trustees are contrary to right, equity and good conscience, and tend to the manifest injury and oppression of your oratrix.

In tender consideration whereof, and for as much as matters of this nature are properly cognizable and relievable in a Court of Equity.

To the end, therefore, that the said David Saunders and Roger C. Weightman may upon their several corporate oaths, true and perfect answer make to all and singular, the premises as fully and particularly as if the same were here again repeated and interrogated; and that they may not set forth, whether your oratrix's father did not make such last will and testament, as hereinbefore set forth, or any other, and what will, and whether he did not leave to survive him, his said widow and your oratrix; and whether your oratrix is not of such age as hereinbefore stated; whether the said executors did not renounce, and whether administration was not granted to said widow; whether she went into possession of the personal property, and assumed the management of the real estate as hereinbefore stated; and whether she died at or about the time mentioned; whether after her death, administration de bonis non was not granted to the said David Saunders; and whether he did not receive such personal estate and of such value as is herein alleged. Whether the said Joseph Pearson ever acted as trustee, and whether the said David Saunders and Rogers C. Weightman did not take possession of the real and personal estate of said testator, and what was the amount and value thereof; whether the said David Saunders did not, with the consent or acquiescence of the said Roger C. Weightman, assume the management of said estate, and receive the income, interest and dividends, and rents, issues and profits thereof.

And that they may answer and set forth whether there was not a considerable balance due the estate of said testator, from said administratrix or said William Dewees as her administrator, and whether the same might not have been recovered by legal diligence; and whether the said David Saunders did not retain the sum of nine hundred and twenty-seven dollars and seventy-one cents, and whether the said Metropolis Bank stock was sold for that purpose, and whether the personal and real estate of said testator were of the character, description, location and annual value herein before stated, and whether the interest, income, dividends, rents, issues and profits received by said David Saunders, do not amount in the gross to upwards of fifty thousand dollars; and whether the said David Saunders has not from time to time taken and applied large sums, amounting to upwards of fifteen thousand dollars, or what amount of the income or principal of said estate to his own use; and whether such partial settlement of his indebtedness was not made, and when. And that they may set forth and discover whether the said David Saunders has not from time to time used and received interest or profit for other large sums of money, part and parcel of said estate; whether he has

not used said moneys for the purpose of purchasing real estate or other property on speculation, and whether he has not made considerable profit thereby, which he has never passed to the credit of said trust estate, but kept for his own use; and whether he has not received the rents of said real estate quarterly, and frequently in advance, and charged the same in his said incomplete account as received annually. And whether the said David Saunders has not from time to time lent the moneys of said estate to his own family and friends, and if so, on what security; and whether he did not lend to or deposit on interest with the said C. S. Fowler without security, the said sum of two thousand nine hundred and seventy dollars and sixty-nine cents, or what sums, and whether the said amount was not entirely lost, and how and why and whether the said estate was ever credited with any interest or profit arising from said loan or deposit, and how the same was from time to time deposited and drawn out. And that they may set forth and discover whether said amount of upwards of nine thousand dollars, or what sum has not been received and retained by said Roger C. Weightman, and on what account and how much thereof was applied to the maintenance and education of your oratrix; whether your oratrix did not intermarry with the said Samuel Chase Barney, at the time herein before stated; and whether the said David Saunders has not since said intermarriage refused or neglected to pay over the accruing income of said trust estate, or three-fourths thereof to the sole and separate use of your oratrix, and for her maintenance and support, and whether he has not used a considerable portion of said income since the event aforesaid, in loans to his son and other friends, as herein before stated, and on what security. And that they may answer all and singular the premises, fully, distinctly and particularly; and that the said David Saunders and Roger C. Weightman, who are prayed to be made defendants hereto, may fully and particularly account for all said trust estate, and the income and profits thence accruing.

And that an account may be taken under the direction of this Court of all and every the said trust property and effects which have, or but for the willful neglect and default of the said trustees, might have been received by them or either of them, or by any other person or persons by their or either of their order, or to their or either of their use. And also an account of all and every the income, interest and dividends of the said personal estate, and the rents, issues and profits of the said real estate, and the application, disbursement, investment and re-investment thereof, and that they may be respectively decreed to pay what shall appear to be due from them upon such account, and that they may be declared to be responsible for all the said trust moneys, or for the value or produce of such securities as the same have been re-invested in, or have been alleged to be re-invested in, as may be most for the benefit of your oratrix, and may be

ordered to invest the same on good security; and that the said David Saunders and Roger C. Weightman may be removed from their trusteeship under the will of said testator; and that some other fit and suitable person or persons may be appointed by this honorable Court to hold the said trust estate, according to the provisions and limitations of the said will; and that in the meantime, if it shall seem necessary and proper to this honorable Court, some proper person may be appointed to receive the interest, income and dividends, rents, issues and profits of the said trust estate, and pay over the same, or such portion thereof, as your oratrix may be entitled to receive, to the sole and separate use, and for the maintenance of your oratrix; and that your oratrix may have such other and further relief as the nature of the case may require, and as to this honorable Court may seem meet. May it therefore please your honers to grant unto your oratrix the writ of subpœna of the United States of America, to be issued out of this honorable Court, directed to the said David Saunders and Roger C. Weightman, and Samuel Chase Barney, her husband, commanding them and each of them, at a certain day, and under a certain pain therein to be inserted, personally to be and appear before your honors in this honorable Court, then and there to answer the premises, and to stand to or abide such order or decree therein as to your honors shall seem agreeable to equity and good conscience.

And your orators will ever pray, &c.,

ROB'T J. BRENT,
Solicitor for Complainant.

Exhibit A.—The last will of Edward De Krafft, entered on page 25.

Exhibit B.—Account of David Saunders, as administrator d. b. non. of Edward De Krafft, entered on page 32.

Thereupon subpœnaes issued against the said David Saunders, Roger C. Weightman and Samuel Chase Barney, the defendants, and made returnable to the first Monday of May instant; at which said first Monday of May, in the year eighteen hundred and forty-nine, being the day of the return of the subpœnaes aforesaid, come into Court here the said Mary E. Barney, by her next friend Maxwell Woodhull, by her solicitor aforesaid; and the Marshal of the District of Columbia, to whom the subpœnaes aforesaid were directed, makes return thereof, that he had summoned the said David Saunders and the said Roger C. Weightman, but that the said Samuel Chase Barney could not be found in his bailewick. And the said David Saunders and Roger C. Weightman, being called, appear in Court here by Joseph H. Bradley, their solicitor, thereupon further proceedings of and upon the premises, with the consent of the said parties by their

solicitor aforesaid, and by order of the Court, is continued until the first Monday of October next.

And now to wit, on the said first Monday of October, in the year eighteen hundred and forty-nine, come into Court here, the said complainant and defendants, by their solicitors aforesaid; and the aforesaid defendant, Samuel Chase Barney, then voluntarily appeared here in Court, by his solicitor John H. Linten Esq., and files here the following answer:

Answer of S. C. Barney.

Circuit Court, District of Columbia, in Chancery.

Samuel Chase Barney's answer to the Bill of Complaint of Mary E. Barney, by her next friend, M. Woodhull.

The separate answer of Samuel Chase Barney to the bill of complaint of Mary E. Barney, by her next friend Maxwell Woodhull.

This respondent, Samuel Chase, doth answer for himself—says, that he admits all the matters and allegations in the aforesaid bill of complaint, are true, as far as he has any knowledge, and so far as information and belief, he believes them to be true as alleged.

SAMUEL CHASE BARNEY,
U. S. Navy.

1849, October 24. District of Columbia, County of Washington, subscribed and sworn to before me this day.

T. C. DONN,
Justice of the Peace.

JNO. H. LINTEN,
Attorney for S. C. B.

Petition for Receiver.

And now, at the same time, the said complainant files here in Court the following petition:

To the Honorable the Judges of the Circuit Court of the District of Columbia, for the County of Washington, sitting in Chancery.

Your petitioner, Mary E. Barney, by her next friend Maxwell Woodhull, respectfully represents that she has heretofore filed a bill of complaint in this Court against David Saunders and Roger C. Weightman, of the City of Washington, surviving trustees under the will of her late father, Edward DeKrafft, who departed this life in the year 1833, leaving your petitioner, his only child, who has intermarried with Samuel Chase Barney; that in said bill, said trustees are

called on to render an account of the trust property confided to their management; and are charged with many and various breaches of trust, and in consequence thereof, their removal from the said office of trustees of your petitioner, under the last will of her said father, is prayed. All which will more fully and at large appear, by reference unto the said bill of complaint filed in this Court, to which your petitioner expressly refers, for the purpose of making the same part and parcel of this, her petition, as if the same were here repeated. Your petitioner avers and charges, that in addition to the breaches of trust mentioned in said bill since the filing thereof, many other acts of the said David Saunders, who, by the consent and with the concurrence of the said Roger C. Weightman, his co-trustee, has assumed the active management of the said trust estate, have come to the knowledge of your petitioner, and are of such a nature, as to require the immediate interposition of this Court. Your petitioner further avers, that although said bill has been filed twenty months, and the time prescribed by the rules of the Court has elapsed, during which the said trustees are required to answer the said bill, yet the said trustees have procrastinated, and up to this time, neglected so to do.

Your petitioner now proceeds to specify the various subjects of complaint on her part, and of misconduct on the part of the said David Saunders, (who is the active manager of the said trust estate, by the consent and concurrence of the said co-trustee,) which have come to her knowledge since the filing of the said bill. She charges that sometime in the year 1842, the said David Saunders contracted with one George Plant for sinking and constructing a sewer for the benefit of two houses comprised in said trust estate, for which sewer the said trustees paid out of the trust funds the sum of $450 00, and John F. Callan, who held an adjoining lot, paid the sum of $150 00; but the said David Saunders, who owned a house and lot in the immediate neighborhood of said sewer, caused a lateral branch thereof to be constructed to his said house for his own accommodation, and the improvement of his property at the cost of said trust estate, without charging himself therewith; that a year or two afterwards, the said David Saunders erected another house in the same neighborhood, to which he also caused to be constructed a branch leading into the said sewer, without paying for, or in any way charging himself to the said trust estate, notwithstanding others who participated in the benefit of said sewer, paid about $75 00 each, for the privilege of using the same, by the construction of lateral branches thereto. (See Exhibit No. 1.)

Your petitioner further avers, that she has applied to said David Saunders for the revenue of said trust estate, which under the terms of her father's will creating the trust are to be paid quarterly, and she has been answered, the money has been used in the payment of

trustee's commissions, or that the interest of the loans has been converted into principal; all which will appear by reference to the letters of the said David Saunders herewith filed marked No. 6.

Your petitioner further avers, that some time since being informed that various loans constituting part of said trust estate were due and unpaid, the said loans having been previously made by the said Saunders and Weightman, or the late Edward De Krafft, one to Raphael Jones for the sum of $1,560 77; one to J. S. Clarke for $1,500 00; one to William Gadsby for $500 00; one to Richard S. Coxe for $484 95, and one to R. H. Weightman for $250 76; and that some other loans on which the interest had not been punctually paid were about to become due, viz: one to R. C. Weightman the co-trustee aforesaid, for the sum of $2,078 17; one to R. H. Weightman for $2,500 00; one to J. R. Douglas, of Virginia, a brother-in-law of said D. Saunders, for $2,000 00, and one to William A. Bradley for $600 00. Your petitioner who is the sole beneficiary of said trust estate, and who is now entitled at least to be consulted regarding the same, and of sufficient age to advise as to the mode of investment within the range of modes prescribed in said will of her said father, desired the said David Saunders to call in said loans and re-invest the same in United States stock, in order to insure to your petitioner a regular income, to be paid with that certainty which is so essential to her comfortable and decent maintenance: but the said David Saunders has utterly neglected to comply with her request, and the said loans continue unpaid in the most precarious and unsatisfactory condition.

And your petitioner further avers, that in the year 1848, being requested by your petitioner to collect and pay over the interest due upon the said loan to Raphael Jones, he replied by a note to your petitioner dated 19th July, 1848, and herewith filed, marked No. 4. "I have done all I can to collect the interest due from Mr. Jones, he has promised to pay it after receiving from me the strongest assurances of your immediate need of it." Upon further investigation your petitioner has ascertained that said Jones had long since paid up said loan, for the real estate of said Jones, which had been mortgaged to secure the re-payment of said loan, by virtue of a decree of this court sitting in chancery wherein a trustee was appointed, had eight or nine years before been sold, and the money arising from the sale being received by the said trustee and part of it, to wit: $1,560 04 still remains in his hands contrary to the directions of the said will, and without adequate security the trustee having failed to give bond in the sum of $10,000 00 as directed by the decree April 2d, 1836. And of these facts the said Saunders was well informed at the time he wrote the note above referred to.

Your petitioner further avers, that although no portion of the personal estate of said trust property did come to the hands of the said trustees until 21st April, 1836, on which day the said David Saunders

as administrator de bonis non of your petitioner's father's estate, settled his first and final account in the Orphans' Court of the County of Washington in the Dirtrict of Columbia, yet the said David Saunders has charged commissions on the same as trustee for two years prior to that time. In confirmation of the averment that said portion of the trust funds was not received by said trustees until 21st April, 1836, your petitioner refers to a certified copy of the receipt given by said trustees to said Saunders as administrator de bonis non as aforesaid, herewith filed, marked No. 7.

Your petitioner further avers, that although the income derived from all said trust estate amounted annually to the sum of $3,000 00, as appears by the statement of the said David Saunders presented to William H. Rogers, the attorney of your petitioner, on 17th September, 1847, herewith filed, marked No. 5; yet the said Saunders unnecessarily encroached upon the principal of said estate by selling stock standing in the name of the said Edward De Krafft on the books of the Bank of the Metropolis, in the said City of Washington, to pay himself commissions to the amount of $927 71 for distributing $179 80.

Your petitioner charges that various loans of the said trust funds were originally made by the said David Saunders upon security merely personal, but that recently, to wit: on the 10th September, 1849, the said loans, viz: those to William Gadsby, Richard S. Coxe, R. Hanson Weightman, and Roger C. Weightman, amounting to about $3,300 00, have been secured by a deed of trust on eight undivided three hundred and fifty parts of the hotel commonly called the National Hotel, in said City of Washington, which said eight parts at their present value are wholly inadequate as security for said sum of money, and if brought into market would not sell for more than two-thirds of the sum charged therein.

Your petitioner further charges that having made application to the said David Saunders for her income arising from the said trust estate, on or about the 23d of June, 1849, in order to meet her current household expenses, he replied by note herewith filed, marked No. 8, that he had no funds, when in fact there was at that time standing to the credit of the said trustees in bank, the sum of $635\frac{2}{100}$, which was properly payable to your petitioner.

Your petitioner further charges that according to the express provisions of the said will, creating the said trust, the income arising from said trust estate, is to be paid to your petitioner quarter yearly, yet the said trustee, David Saunders, in many of the loans of the said trust fund, reserved the interest yearly, contrary to the true intent and meaning of said will, and to the great detriment of your petitioner, who is forced to borrow money to pay her current expenses.

Your petitioner further avers that although the annual income of said trust estate, according to the statement aforesaid made by the said David Saunders, is upwards of $3,000\frac{00}{100}$, yet she never received in any one year, two-thirds of that amount, the residue being principally consumed in exorbitant commissions charged by the said trustees, totally disproportioned to the services rendered, and referable to no known standard, except their own will, the commission charged being at the rate of fourteen per centum.

And your petitioner further avers that the said acting [illegible] collected the rents due the trust estate, quarterly, and on [illegible] sion, in advance, and has accounted for them yearly [illegible] own imperfect account will show.

Your petitioner further charges that said David Saunders has, during many years, had the custody and manag[illegible] of said trust estate, and very large sums of money have pass[illegible]ough his hands, to an amount not less than $6,000\frac{00}{100}$, with a [illegible] portion of which he is still chargeable, in consequence of [illegible]nduct and various breaches of trust, alleged in the bill here[illegible]ded, and referred to as part of this petition, as well as those sta[illegible] this petition. Your petitioner is informed, and believes that all the property owned by said Saunders, would not be sufficient to liquidate his present liability to said trust estate, and his other liabilities, and therefore she avers that he is insolvent, and she fears that if the said trust estate is permitted to remain in his custody and management, judging of the future by the past, his liability will be increased by additional malfeasances and breaches of trust, and the said estate dwindle away to nothing.

Your petitioner also avers that a large portion of the property of the co-trustee to said trust estate, in conjunction with other debts due by said co-trustee, will tend to jeopardize her interest without the immediate interposition of this Court to protect her, as they have given no security for the faithful performance of the trust reposed in them, because the acting trustee daily disregards the express provisions of the will which invests him with power to control the trust funds, because he has heretofore improperly used or invested the trust funds, and there is every reason to apprehend a repetition of his abuses, because he neglects to pay over the regular accruing income from said trust estate, upon which your petitioner mainly relies for her support and maintenance. Because he exacts exorbitant commissions, and occasionally invades the principal estate, to pay such commissions; because he has not rendered a true and accurate account of his trust transactions when required by your petitioner so to do, but on the contrary, misleads her in regard to the condition of her property; because one of the trustees in whom the testator placed the greatest confidence, has entirely abandoned the trust to the other, and contrary to the intention of said testator, exercised no active

control over the trust funds, but charged the said exorbitant commissions, and negligently permitted the said David Saunders to mismanage the same when he might have prevented it; and finally, because it is more than probable that the suit now pending, calling on said trustees to account, will be protracted for a long time, and during that time, the abuses and mismanagement complained of in said bill, and this petition, are continuing to the great detriment of the said trust estate, and as your petitioner, believes to her irreparable loss, in consequence of the abuses of the said trustees.

In tender consideration of the premises, your petitioner humbly prays your Honors, that an injunction may be issued out of this Court, restraining the said trustees from collecting or receiving the rents, issues, and profits of the real estate, and the interest, dividends, or income of the personal estate held by them as trustees for your petitioner, and that your Honors may appoint a receiver to take charge of the said trust property, and collect the rents, issues, profits, interest, and dividends arising therefrom, to be paid out as your Honors may hereafter order, and your petitioner will ever pray, &c.

MARY E. BARNEY.

DISTRICT OF COLUMBIA,
County of Washington, to wit:

On this 22d day of October, A. D. 1849, before the subscriber, a justice of the peace of the District of Columbia, in and for Washington county, personally appears Mary E. Barney, and made oath on the Holy Evangelists of Almighty God, that the facts stated in her aforegoing petition are true to the best of her knowledge and belief, and subscribed the same in my presence.

Sworn before,
T. C. DONN,
Justice of the Peace.

DISTRICT OF COLUMBIA,
County of Washington, to wit:

On this 24th day of October, 1849, before the subscriber, a justice of the peace in and for said County and District aforesaid, appeared Mrs. Mary E. Barney, and subscribed and swore to the foregoing bill as amended.

Sworn before,
THOMAS C. DONN,
Justice of the Peace.

JOHN H. LINTEN,
Attorney for petitioner.

EXHIBIT NO. 1.

AUDITOR'S OFFICE, P. O. DEPARTMENT.
November, 12th, 1847.

SIR:—The cost of the sewer alluded to in your note, just handed to me, was $600.

Messrs. Callan and Saunders, before the sale of the latter's house, had fixed upon the sum of $75 as a fair price for the connexion contemplated by Mrs. Ramsey.

Very respectfully, your obedient servant,

Endorsed, ISAAC H. ROBBINS.

"MR. BARNEY, present."

EXHIBIT NO. 6.

Washington, July 3d, 1849.

MADAM:—Your note of this morning would have been earlier answered but for an unusual press of official business.

Out of funds in hand belonging to the principal estate, the sum of $319 78 was advanced to General Weightman as his compensation as trustee, te replace which, the same amount will have to be retained out of accruing income, of which Mr. Carrolls, for one quarter's rent, due the 1st inst., has paid, - - - - - $125 00
Due from Metropolis Bank, say, - - - 88 37

$213 37
Paid General Weightman, - - - 319 78

$106 41

Still due principal estate, to be paid out of next income.

Your obedient servant,

D. SAUNDERS,
Trustee.

Washington, March 1st, 1848.

SIR:—I have just received your note of this date, informing me that Mrs. Barney has made a second or third call on you for the amount of interest now due on my loan, say $251 67, and requesting me to inform you this day, what arrangement I can make to enable you to comply with her request.

In reply I write what I have already said in conversation with you, that this amount which you speak of as *interest now due* is *not* interest, but *is principal, not now due*, and as principal is secured on my property in Missouri—property which is of ample value to make the amount perfectly safe—the best evidence of which is the fact, that a gentleman of the neighborhood, acquainted with the land and also the fact that it is subject to this lien of $2,751 67, offered to lend me, on the security of this land thus encumbered, one thousand dollars.

To put this matter beyond dispute, I have this day written for the original deeds.

In conclusion I have to say, that notwithstanding the fact that there is no *legal* claim against me for this amount at this time, I would, had I the ability, cheerfully pay it, together with the rest of the principal.

Very respectfully,

R. H. WEIGHTMAN.

Endorsed,

MR. DAVID SAUNDERS.

EXHIBIT No. 4.

Washington, 19 *July*, 1848.

MADAM:—In reply to your note of this morning; I have done all I can to collect the interest due from Mr. Jones.

He has promised to pay it, after receiving from me the strongest assurances of your immediate need of it. If I can get it I will send it to you before you leave town.

Your obedient servant,

D. SAUNDERS,
Acting Trustee.

MRS. MARY E. BARNEY.

EXHIBIT No. 7.

Washington, April 21, 1836.

Received of D. Saunders, administrator d. b. n. of the estate of Edward De Krafft, deceased, seventeen thousand *for* hundred and thirty-seven dollars and sixty-nine cents, it being the balance due by said administrator, as will appear in the settlement of his account in the Orphans' Court, which sum consists of the following items, viz.:

Nathan Smith's deed of trust for - - -	$2,500 00
William Cooper's " " - -	5,000 00
Raphael Jones' " " - - -	2,250 00
Carried forward, - - -	$9,750 00

Brought forward,		$9,750 00
Joseph S. Clarke's " "		2,500 00
Six shares U. S. Bank Stock,		636 00
101 shares Metropolis Bank Stock,		2,525 00
Six shares Chesapeake and Ohio Canal Stock,		600 00
25 shares M'd and Rockville Turnpike Stock,		500 00
One share Washington Theatre Stock,		150 00
Columbus Steamboat Stock,		200 00
		16,861 00
Cash on hands,		576 69
		$17,437 69

R. C. WEIGHTMAN,
D. SAUNDERS,
Trustees of the Estate of Ed. De Krafft, dec'd.

True copy. Test,
ED. N. ROACH,
Register of Wills.

March 81st, 1848.

EXHIBIT No. 8.

June 23d, 1849.

MADAM:—There is nothing in the hands of the trustees now due since the last payments made to you.

Your obedient servant,
D. SAUNDERS.

MRS. MARY E. BARNEY.

EXHIBIT No. 5.

Comparative Estimate of the Estate.

In 1835.		In 1847.	
Amount of loans,	$12,250	Amount of loans,	$21,278
Bank stock,	2,500	Bank stock,	2,500
Value of real estate,	32,000	Value of real estate,	32,000
	$46,750		$55,778

General Statement of the Account.

Gross amount of moneys paid out since September, 1835,	$43,734 68	Gross amount of moneys received since September, 1835,	$47,243 56
Balance subject to my compensation for 12 years,	3,508 88		
	$47,243 56		$47,243 56

INCOME.

Interest on loans, - - - - - -	$1,277
Dividend on bank stock, - - - - -	167
House rents, - - - - - - -	1,700
	$3,144

Presented to me as a summary of the condition of Mrs. S. C. Barney's estate, by D. Saunders, Esq., trustee. Sept. 17th, 1847.

WILLIAM H. ROGERS.

And now at the same time appears David Saunders, by Joseph H. Bradley, Esq., his solicitor, and files in Court here, the following answer and exhibits to the amended bill of the complainant.

In Chancery, in the Circuit Court of the District of Columbia, for Washington County.

DAVID SAUNDERS
Ats.
MARY E. BARNEY, by her next friend MAXWELL WOODHULL.

D. Saunders' Answer to Amended Bill.

The separate answer of David Saunders impleaded with Roger C. Weightman, to the bill of complaint of Mary E. Barney, by her next friend, Maxwell Woodhull.

This defendant saving and reserving to himself, now at all times hereafter, all and all manner of benefit of exception and advantage to the manifold errors, uncertainties, and insufficiencies in the said complainant's bill of complaint contained, nevertheless for answer thereto, or to so much and such parts thereof, as he is advised it is

necessary, material, competent or proper for him to answer unto—answering, saith:

That it is true as stated in said bill, the complainant Mary E. is the only child of Edward DeKrafft, late of said city of Washington, deceased. That said Edward died, seized and possessed of, or otherwise entitled to divers real estate in said city, of considerable yearly value, and of personal estate of large value. That the said Edward made and published his last will and testament in writing, bearing date the 15th April, 1833, a true copy of which is filed with said bill, marked exhibit A., and died without having in any manner altered, revoked or annulled the same, and it was afterwards duly admitted to probate in the county aforesaid, that Eleanor, the wife of the said Edward, survived him, as did also the said complainant, Mary E., who was eighteen years of age on the 19th day of August, 1848. That said Edward DeKrafft by his said last will appointed Joseph Pearson, Roger C. Weightman, and the defendant, executors thereof, that they all renounced their said office, and letters of administration with the will annexed, were duly granted by the Orphans' Court of said county, to said Eleanor DeKrafft, and that said Eleanor renounced the bequests and devises in said will contained to her, and elected to take her dower and distributive share. That the said Eleanor as administratrix as aforesaid, and not otherwise entered into possession of the whole of the personal estate of the said testator, and assumed (but not by the consent or the connivance of this defendant, or of the other trustees named in said will, so far as this defendant is informed and believes,) the management and control of the real estate, and received the interest, income and dividends of the personal property, and the rents, issues and profits of the real estate, up to the time of her decease, which was on or about the 8th day of October, 1834; and after her death, letters of administration de bonis non, of the personal estate of said Edward DeKrafft, were in due form of law granted to this defendant; that this defendant, by virtue of said letters, went into possession of the remaining personal estate of said testator, and received the available securities, stock and money, to the amount of $\$18{,}554\frac{20}{100}$, of which he rendered a true account to said Orphans' Court, as by complainant's exhibit B. will more fully appear. That Joseph Pearson died without having accepted, or in any manner acted under the said trusts. And that on the settlement of said account marked B., the whole remaining personalty amounting to $17,437 69, went into the possession of this defendant and Roger C. Weightman, as trustees under said will; that on the death of said Eleanor, they, this defendant and said Roger C. went into possession of the real estate of said Edward; and this defendant files herewith, a true copy of the receipt given by the said trustees to him, marked Defdt. S. Ex., No. 1, as part of this answer, showing the amount of personal estate which came to their

hands. And this defendant admits that by an agreement in writing, (a true copy whereof is herewith filed, marked Defdt. S. Ex., No. 2, as part of this answer,) between this defendant and said Roger C., the active control and management of said estate, both real and personal, was committed to and exercised by this defendant, shortly after the death of said Eleanor DeKrafft. This defendant denies that the said trustees neglected to collect and receive considerable sums of money due and owing to the estate of the said testator, from the said administratrix, and also from a certain William Dewees, who obtained letters of administration upon the estate of the said Eleanor, and he is not now and never has been, advised or informed of any such sums of money; and further answering, he saith the said Eleanor died intestate, leaving the said Mary E., her only child, entitled to her whole estate; that her said estate was and is ample to cover any such sums due to the estate of her said deceased husband, and hath devolved upon, and as this defendant is informed and believes, has been paid to the said complainant, so that she already hath any and every sum which might or could have been recovered from said estate, if any such were due.

This defendant admits that he received and retained as commissions for his services as administrator (de bonis non) as aforesaid, the sum of $927 71, and rightfully, because he says the same was allowed to him by the said Orphans' Court, a Court having ample and exclusive jurisdiction thereof, as he is prepared to show and prove; and he denies that the same by any rule of Equity, should be charged to the said trustees.

This defendant admits that the personal property of said testator, which came to the hands of said trustees, consisted principally of investments made by said testator in his life time, in stocks (not all of them good and available) but mostly in moneys loaned and secured upon real estate, all of which will fully appear by complainant's said exhibit B. And the real estate consisted of houses and lots in the City of Washington, which yielded an income ranging from $150 00 to $550 00 each; the total annual income will more fully appear by the account herewith filed, and hereinafter referred to, and to which also he refers for the sum total received since the property came to the hands of the said trustees.

This defendant further answering, saith it is true that he hath borrowed from the said estate divers sums of money, of all which he hath kept a true account, and for which he hath charged himself, and hath paid to the said estate the full interest thereon; that of these sums, he invested nearly, if not quite the whole amount, in a dwelling house for his own use, which he built and occupied; and which, after the marriage of said complainant, he sold and transferred to her at much less than its true value, and for less than he had been offered for the same, and which the complainant, with full time for deliberation

and consultation with her friends, agreed to receive at and for the price of six thousand dollars, on account of the sums so borrowed, and which he accordingly conveyed to a trustee for the use of complainant, by a deed bearing date the 18th day of September, 1847. He also admits he hath from time to time received divers sums of money as and for his compensation for his services as said trustee of all which said sums of money so borrowed and so detained for compensation he hath rendered complainant an account, and also renders an account herewith; and he submits to this Honorable Court, that he hath not in either respect failed or neglected or abused his powers and duties as said trustee; and he denies that he hath admitted or admits that he hath received or retained sums of money amounting to upwards of $15,000, or any sums other than those herein stated and referred to. He denies that he has ever admitted any conversions of the said trust fund, or any part thereof to his own use, other than as herein stated.

He denies that he has from time to time, or at any time held and used any large sums or portions of the income of said trust estate for his own use and benefit, and has made large profit thereby, and has invested the same in real estate or otherwise for his own use and benefit, other than the sums so as aforesaid borrowed and fully accounted for, all which he respectfully maintains he had a right to do with the exceptions and promises following.

On the 15th day of May, 1841, William Gadsby borrowed of said trust fund $500 00, and on the 6th day of February, 1842, the further sum of $500 00, for which said sums, said Gadsby agreed to pay and did, in fact, pay for a short time a small amount over and above the legal rate of interest; but this defendant being shortly afterwards better satisfied not to receive more than the legal rate of interest, declined to receive, and has not since received more than said legal rate of interest. This defendant took no note or memorandum of the sum so received (above the legal rate of interest credited to said estate) and has no recollection of it, and on application to said William Gadsby, he has not been able to ascertain the amount from him. If in the judgment of this Court, he is justly chargeable with said excess of interest, he is ready and willing to account for the same so soon as the amount can be ascertained.

This defendant for further answer in this behalf saith, that several years ago having money of said estate in hand for the investment whereof no favorable opportunity then presented itself, he was applied to by a personal friend, a gentleman of ample pecuniary responsibility, for the use of a sum of money about one thousand dollars for a short time, and being himself responsible for the said sum, and the same lying idle as aforesaid, he placed the same in the hands of his said friend who shortly after repaid it. On this occurring, his said friend in view and consideration of the above and previous business accom-

modations from and by the private means and services of this defendant insisted upon paying and did in fact pay some pecuniary equivalent for the same, although of the amount thereof and the time of said transaction this defendant hath no recollection and no present means of ascertaining the same.

This defendant had no interest or concern in and was and is ignorant of the use to which said money was applied. He considered the money as safe in the hands of his friend as it could be elsewhere, and was not in the least influenced thereto by the considerations aforesaid, for which reason he did not look upon it as a loan made by said estate, but as so much money remaining in his (said defendant's) hands chargeable against him.

If in the judgment of this honorable Court he ought to account for and pay said sum received or any part thereof by him as aforesaid, this defendant avers his perfect readiness and willingness to do so so soon as the same can be ascertained.

And this defendant further answering, that notwithstanding repeated applications and solicitations to him to lend the money of said estate at high rates of interest and to embark them in speculation enterprises, he hath constantly refused to do so, and avers that in the management of said estate in this and all other particulars he hath used and exercised care and caution, and hath been always actuated by motives of scrupulous regard for the interest of said estate.

This defendant denies that on or about the 1st day of April, 1842, or at any other time before or after that, he took to his own use and benefit the sum of $2,970 59, or any other sum, and contrary to the express directions of said will and in violation of his duty as trustee deposited the same on interest but without security with a certain C. S. Fowler, whereby the said sum of money was lost: This defendant answering this part of said bill says, that there being in his hands as trustee as aforesaid the sum of $1,176 00 lying idle, and not bearing interest, and there not appearing any suitable mode or opportunity for investment thereof, and also the conditions of the estate requiring a fund to be left constantly on hand to meet taxes, repairs, insurance and other expenses, besides he had reason to doubt the safety of depositing said money in any bank in this city, he consulted with his said co-trustee and took the advice of counsel as to the propriety of depositing the same with C. S. Fowler & Co., bankers at that time in the City of Washington, having undisputed and unlimited credit in the said city and elsewhere, that he kept his own private account there, as did many others; and he was advised that he was not required to exercise any greater diligence in regard to the said trust fund than a prudent man would in his own affairs, and his said co-trustee on full advice and consideration concurred with him that it would be expedient and proper to place the said money with said Fowler & Co. at interest, and with the right to withdraw or check for the same whenever it

should be required: that he did in fact then put the said sum of money with the said C. S. Fowler & Co. on a certain written memorandum and agreement, a true copy of which marked Defdt S. Ex. No. 3, is herewith filed as part of this answer. That the same was not a loan or investment, but was a deposit subject to be drawn at any time for the purpose of use or investment. And he admits that said C. S. Fowler & Co. suddenly failed, and the said sum was entirely lost: and he avers that in so doing he acted bona fide to the best of his knowledge, skill and judgment, and treated the said fund with the same care and diligence that prudent men did with their own.

The said deposit was made with said C. S. Fowler & Co. on the 22d day of May, 1841, and no fair and safe opportunity was offered for investment thereof before the 17th day of April, 1842, when, or shortly thereafter, the said firm failed, and he avers, and offers himself ready to show and prove, that before the filing of said bill of complainant, upon diligent inquiry were fully advised and informed of all the said facts and circumstances. That the said original sum of $1176 00 was increased from time to time by other deposits, and the account of said estate was kept with said Fowler & Co., they receiving on deposit such paper then depreciated in market, as this defendant received for the rents and other income of the estate, and which formed the circulating medium of this District, but which the banks would not willingly receive on deposit.

And this defendant further answering saith, that true it is the said Roger C. Weightman has received from the said estate upwards of nine thousand dollars, part of which was on account of the maintenance and education of the said Mary E., who was his ward, part of it on account of his commissions as said trustee, and part of it as money due the estate of said Eleanor DeKrafft, deceased, in his the said R. C. Weightman's hands as guardian as aforesaid, all which will more fully appear by the account of said Roger C., herewith filed as part of this answer, marked Defd't. S. Ex. No. 4, and he refers to the answer of said Roger C., when the same shall be filed for the disbursement thereof.

It is true, as stated in said bill, complainant and the defendant, Samuel Chase Barney, were married on the 14th day of June, 1847; but this defendant does not admit, but denies (and submits the question to this honorable Court) that said complainant, Mary E., was under said will, or the said Samuel Chase was, by his marital rights, entitled to receive three-fourths of the income of said trust estate, which had accrued since the death of Mrs. Eleanor DeKrafft, or that she was so entitled till she attained the age of eighteen years. And yet he is advised she hath received more than she was, under the said will, entitled to receive.

This defendant admits that, on the 2d day of June, 1847, he loaned to his son, John H. Saunders, the sum of $250 00, and on the 1st

day of July, 1847, the further sum of $267 10, and also, at other times, to Roger C. Weightman the sum of $230 57, and paid to him $220 00 on account of the said trust estate, and he also loaned, on the 10th September, 1847, to Richard H. Weightman, son of Roger C., the sum of $251 67. And this defendant shows to your Honors, that the said sums so loaned to his said son were parts of a sum of money which he long before agreed to loan him by instalments, and the whole of it was repaid to the said estate, with interest, on and before the 15th day of November, 1847, of which complainant was well advised before the filing of his said bill. That as to the said sum of $230 57, it was made up and composed entirely of interest due and in arrear, on 10th September, 1847, on the loan to the said Roger C., and several loans to other persons, for which he, the said Roger C., was liable, and which said interest so due and in arrear, the said Roger C. thus assumed as a debt, bearing interest from that time, and secured by a deed of trust of real estate in this city. The said sum of $220 00 was paid to the said Roger C., on account of commissions due to him as trustee as aforesaid, and the said sum of $251 67 to R. H. Weightman, was so much interest due by him to said estate on the 30th April, 1846, which it was not then convenient for him to pay, and which he then agreed to make part of the principal of his debt, bearing interest from that time, which said sum of money last aforesaid being, on 10th September, 1847, additionally secured by said Roger C., and the interest thereupon accrued being then paid, the said sum of $251 67 was therefore placed (in the accounts of this defendant) as a disbursement on the day last aforesaid, which said application of the said last mentioned sum, this defendant considered the best and most judicious under the circumstances. And this defendant further shows, not only that these several sums of money, except the said sums loaned to said John H. Saunders, were not loaned a few weeks previous to the marriage of said complainant with said Samuel Chase, but complainant was fully informed of the times and amounts thereof, and the reasons therefor, long before the filing of said bill. This defendant admits the sale of the said stock in Bank of Metropolis, and says it was lawful and right to pay himself the commissions, allowed by said Orphans' Court to him as administrator, as hereinbefore stated.

This defendant further answering says, that true it is the original good and secure investment of the said personal estate secured by mortgages and deeds of trust have been changed with a single exception, (the stocks have not been changed,) and rightfully, because the debt due by William Cooper was tendered by him to this defendant and he could not refuse to receive it. The debt due by Raphael Jones was put in suit because he neither paid principal or interest thereof, and the property on which it was secured was sold by a decree of this Court, but all the money arising therefrom has not hitherto been paid

to this defendant. The property of Nathan Smith on which his debt was secured was also sold to satisfy other debts, and the money due to the said trust estate was paid over to this defendant; and part of the debt due by Jesse S. Clark has been collected at the special request of said complainant Mary E., and loaned by the like request to her cousin, William De Krafft, but it is not true that any part of the sums so collected are in the hands of this defendant or any member of his family, while he admits that $200 00, composed no doubt in part of such collections, has been loaned to J. R. Douglas, the brother-in-law of this defendant, secured on real estate, which on a forced sale would bring nearly ten times the amount, and the interest on which is punctually paid. And no other connexion of this defendant has any portion of the said estate, nor has any personal friend of this defendant any part thereof, and the account of this defendant will show how the whole is invested.

It is true as stated in said bill that said complainant did repeatedly apply to this defendant for a full and complete account of the personal estate of said testator, and of the rents, issues and profits of the real estate, and to know and in what manner where and to whom the same has been disbursed, and how it is now invested, and to pay over to the said Mary E. the income of the said estate since her marriage. Yet it is not true that this defendant, and so far as he is informed and believes it is not true that the said Roger C. hath refused to render a full and complete account of the said trust estate or to exhibit the vouchers of this alleged disbursement, nor have they or either of them refused to pay over the arrears of income or the income from time to time accruing since the marriage of said complainant or since the death of the said Eleanor De Krafft, as the said Mary E. was entitled to receive the same under the provisions of said will, to the contrary thereof this defendant avers that so soon as he could, with the aid of a competent accountant, after the same was requested by complainant make out a fair copy of his account, he did furnish said complainant with a transcript of that part of the account herewith filed, marked Deft. S. Ex. No. , as part of this answer, which was 1st October, 1847, and did in person and by his agents and attorneys tender to complainant the further explanations of any and every item therein, and to exhibit the vouchers therefor; that he did not at any time before the filing of said bill withhold or in any manner disguise or conceal any fact or information in his power necessary to a full and complete understanding of the accounts and transactions of said estate; nor has he at any time refused to pay to said complainant any sum of money to which under the said will or as the next of kin of her said mother she was in any manner entitled to.

This defendant is advised that said complainant is not entitled under the said will to receive the income arising from the said estate as she hath alleged, but this he submits to the decision of this Court, being

content so far as he is concerned if he can be protected from liability to pay over the whole or such part thereof as this court may order; and so as to so much of said bill as charges, there is no further occasion for the intervention of trustees, and this defendant will rejoice as he hath long since informed said complainant, to be relieved from the labor, responsibility and annoyance of his said office, and be discharged therefrom by this Court, but he is advised this can only be done by the substitution of new trustees, and until then the will of the testator is the law of his conduct.

It is not true that this defendant hath ever alleged or pretended that the trust estate was little more than sufficient for the maintenance and education of said Mary E., the said account already rendered by this defendant, is a direct contradiction of such an allegation; or that the persons to whom they have loaned the money, have become insolvent. On the contrary, he denies that any portion of said estate has been lost while it has been in the hands of the said trustees, except the said sum of $2,970\frac{67}{100}$, deposited with the said C. S. Fowler & Co., and the stock in the bank of United States. Nor has this defendant, nor so far as he is informed and believes, has the said Roger C. ever pretended there has been no increase in said estate; to the contrary thereof, he shows by the said accounts that the said estate has increased upwards of $10,000\frac{00}{100}$, and the income upwards of $900 00, a large portion of which was produced by applying part of the income to the repair and improvement of the real estate, thereby increasing the rents nearly $400\frac{00}{100}$. And if to this be added the loss sustained by C. S. Fowler & Co., and from the sum received by them originally is deducted the loss of the United States Bank stock, it would show a difference in favor of the trust fund under the care of said trustees, of nearly $14,000\frac{00}{100}$.

And this defendant expressly denies that he hath from time to time (or at any time other than he hath hereinbefore admitted and stated), used large, or any, portions of said estate, for his own use and benefit, other than as herein mentioned and stated, and for all such sums as he hath used, he hath fully accounted and paid over, principal and interest, to said complainant, Mary E. Nor is it true that said trust estate hath diminished in the hands of this defendant.

And this defendant further saith that immediately after the death of said Edward DeKrafft, and his widow had renounced the provisions of his said will, he, this defendant, conferred with the said Joseph Pearson and Roger C. Weightman, and each of them resolved to renounce the said office of executor, and so long as Mrs. DeKrafft should live, that they would not in any way interfere with said estate; that upon her death, this defendant and said Roger C., (the said Joseph Pearson being dead,) assumed the trust, and finding it bid fair to be long and troublesome, they took counsel as to the compensation it would be proper for them to charge, and finding the opinions of

their friends differing widely, they agreed between themselves to charge until they could obtain some definite settlement, the sum of $400, as the least or minimum amount which could, under any circumstances, be allowed for their care, labor and responsibility, in managing said estate, and that sum they have thenceforth charged, they maintain and show that it was too small originally, and they never intended to fix it as a compensation, nor would it at all compensate them for the labor they have had to perform, and the annoyances to which they have been subjected in the discharge of their said office. This defendant avers that the said trustees have endeavored conscientiously and in good faith, to discharge their duties as said trustees, and he submits that they are equitably and fairly entitled to receive at least $600 per annum for their said services, and they pray that this may be allowed them in the account to be taken of their said trust by the said auditor of this Court, which they pray may be directed.

D. SAUNDERS.

DISTRICT OF COLUMBIA,
Washington County, to wit:

Before me, the subscriber, a justice of the peace in and for the county aforesaid, on the twelfth day of November, 1849, appeared David Saunders, the defendant named in the aforegoing answer, and solemnly affirms, (he being conscientiously opposed to swearing in usual form,) that the facts therein set forth and contained as of his own knowledge are true, and that those stated as upon information from other persons, are true to the best of his knowledge and belief.

T. C. DONN,
Justice of the Peace.

DEFENDANT S. EXHIBIT, NO. 1.

For this exhibit see p. 78, ante.

DEFENDANT S. EXHIBIT, NO. 2.

(Copy.)

Washington, February 23, 1835.

David Saunders, Esq., one of the surviving trustees of the late Edward DeKrafft, Esq., is hereby authorized to proceed forthwith to collect the rents and dues belonging to the said estate, to open books,

and to make therein all proper entries of moneys received and paid, subject at all times to my inspection, and the inspection of the heirs of the said Edward De Krafft, and others legally entitled therein; to deposit all moneys received in Bank to the joint credit of himself and myself, as trustees of the said E. DeKrafft, and when necessary, to make payment on account of repairs of houses, (which he will superintend,) investments, and other matters belonging to the said estate, to check jointly with myself for the proper sum or sums.

For the additional trouble, which will be thus imposed upon and assumed by Mr. Saunders, he will be authorized to receive one per cent. more than the subscriber, upon a division of the per centum which they may as trustees be authorized to receive from the said estate.

Signed, R. C. WEIGHTMAN,
One of the trustees of the late E. DeKrafft, Esq.

DEFENDANT S. EXHIBIT, No. 3.

City of Washington, May 22, 1841.

We hereby agree with D. Saunders, acting trustee of Ed. DeKrafft's estate, to receive his deposits, and to allow him 6 per cent. interest thereon, he to check at will.

C. S. FOWLER & CO.

DEFENDANT S. EXHIBIT No. 4.

The first account of Roger C. Weightman, guardian to Mary E. DeKrafft.

This accountant charges himself with the following, received from the administratrix de bonis non of Eleanor DeKrafft, deceased, to wit:

To John Purdy's note,	$1,000 00
Wm. G. Elliott's note,	1,500 00
Matthias Jeffers' mortgage,	1,500 00
E. De Krafft's obligation (on notes),	750 00
4 shares Ches. and Ohio Canal stock,	400 00
4 shares Patriotic Bank stock,	10 00
9 shares Rockville and Washington Turnpike stock,	180 00
16 shares Metropolis Bank stock,	400 00
Amount carried forward,	$5,740 00

Amount brought forward,	$5,740 00
Cash,	160 00
Certificates of Washington Corporation stock,	727 69
4 shares United States Bank stock,	424 00
Amount of property retained for the above M. E. DeKrafft,	557 50
17 shares of Washington Bank stock,	340 00
Lot of jewelry, watches, &c., See 2, inventory,	150 00
Amount of rents from real estate in Philadelphia, from November, 1834 to August, 1836,	142 35
Same in Washington, from 1st November, 1834, to 1st. November, 1836, at $200 per annum,	366 67
Same in Philadelphia to 1838,	178 19
Same in Washington to 1st July, 1838, at $200 per annum,	367 52
Error	$9,154 76
	$9,153 92
	707 50
	$8,437 26

And he prays a credit for the following payments, to wit:

Paid William Lownd, per voucher	No.	1,	$2 22
George Hermes,	do	2,	1 50
Corporation taxes,	do	3,	24 56
John Purdy,	do	4,	1 62½
John P. Pepper,	do	5,	4 50
Wm. Dewees,	do	6,	38 13
Washington Lewis,	do	7,	4 00
James Ause,	do	8,	9 50
Noah Stinchcomb,	do	9,	9 26
Corporation taxes 1835,	do	10,	24 56
George Lamb,	do	11,	8 00
George Hermes,	do	12,	1 25
Harry Hay,	do	13,	8 00
Corpo. taxes 1836,	do	14,	15 75
Same 1837,	do	15,	15 74
S. P. Franklin,	do	16,	10 92
George Hermes,	do	17,	12 00
Alexander Talberts,	do	18,	3 45
S. P. Franklin,	do	19,	13 75
Amount carried forward,			$205 71½

Amount brought forward,		$205 71½
Paid Henry C. Neales, per voucher, No. 20,	- -	$1 81
Insurance offices 1835, do 21,	-	5 25
Same 1836, do 22,	- -	5 25
Same 1837, do 23,	-	5 25
Same 1838, do 24,	- -	5 25
And a commission of 10 per cent on $1054 73 is	-	105 47
And allowed for this sum laid out in Washington Corporation stock,	- - - -	727 69
		$1,061 68½
Balance due by guardian,		8,093 08½
		$9,154 76

DISTRICT OF COLUMBIA,
Washington County, to wit:

November 21st., 1838.

This day appeared Roger C. Weightman, guardian aforesaid, and made oath on the Holy Evangels of Almighty God, that the aforegoing accounts as stated, is just and true, that he has bona fide paid or secured to be paid, the several sums for which he claims a credit, which by the Court is allowed and passed.

Sworn before
ED. N. ROACH,
Register of Wills.

True copy. Test,
ED. N. ROACH,
Register of Wills.
September 7, 1847.

The second account of Roger C. Weightman, guardian to Mary E. DeKrafft.

This accountant charges himself with the amount due on last account, - - - - - $8,093 08½

And with the following money received since the last account, to wit:

From John Evans, rent of houses, - - -	$50 00
" Wm. G. Elliott, interest, - - -	45 00
" John Sevensetler, rent of house, - - -	40 00
Amount carried forward,	$135 00

	Amount brought forward,	$135 00
From	Bank of Metroplis, dividend,	40 00
"	Bank United States, dividend,	32 00
"	John Purdy, interests,	25 00
"	John Evans, rent of houses,	50 00
"	Same, interest, &c.,	4 50
"	Corporation Washington, dividend,	43 64
"	Wm. G. Elliott, interest,	90 00
"	Bank Metropolis, dividend,	64 00
"	John Sevensetler, rent of house,	40 00
"	Mathias Jeffers, interest,	100 00
"	John Evans, rents of houses,	75 00
"	Corporation Washington, dividend,	10 91
"	Same, fraction of principal refunded,	7 69
"	Same, dividend,	10 80
"	Steam Packet Co., dividend,	36 00
"	Wm. G. Elliott, interest,	45 00
"	John Evans, rent of houses,	50 00
"	John Sevensetler, same,	40 00
"	John Purdy, interest,	25 00
"	M. Jeffers, same,	100 00
"	John Evans, rent of house,	175 00
"	Wm. G. Elliott, interest,	45 00
"	John Sevensetler, rent of house,	40 00
"	Estwick Evans, same,	50 00
"	E. Evans, same,	50 00
"	E. Evans, rent of house,	50 00
"	John Sevensetler, same,	40 00
"	E. Evans, same,	50 00
"	Bank Metropolis, dividend,	24 00
		$9,741 62½

And he prays a credit for the following payments, to wit:

Paid	Ed. N. Roach,	per voucher	No. 1,	$2 50
"	Frank Taylor,	do	No. 2,	1 00
"	Ed. N. Roach,	do	No. 3,	10 75
"	Ins. Comp'y.,	do	No. 4,	17 50
"	James Fowles,	do	No. 5,	27 50
"	Ed. N. Roach,	do	No. 6,	1 00
"	Geo. Sweeney,	do	No. 7,	1 00
"	Corpor'n. Taxes,	do	No. 8,	30 84
			Amount carried forward,	$92 09

Amount brought forward,	$92 09
Paid J. Bender, per voucher, No. 9, - - -	73 15
" John Evans, do No. 10, - -	25 00
" Same, do No. 11, - -	2 00
" E. Evans, do No. 12, - -	50 00
" Corpor'n. Taxes, do No. 13, - -	13 80
" Gales & Seaton, do No. 14, - -	1 50
" Postage to and from Baltimore, no vouchers, -	50
And allowed this accountant for clothing and support of M. E. DeKrafft's servant, from 12th of September, 1836, to 12th September 1841, at $6 per month,	360 00
And a commission of ten per cent. on $1,648 54, is -	164 85
	$782 89
Balance by guardian, - - -	8,958 73½
	$9,741 62½

DISTRICT OF COLUMBIA,
Washington County, to wit:

November 18, 1841.

This day appeared Roger C. Weightman, guardian aforesaid, and made oath on the Holy Evangels of Almighty God, that the aforegoing account as stated, is just and true, that he has bona fide paid or secured to be paid, the several sums for which he claims a credit, which by the Court is allowed and passed.

Sworn before
ED. N. ROACH,
Register of Wills.

True copy.
Test, ED. N. ROACH,
Register of Wills.

September 7, 1847.

Third account of Roger C. Weightman, guardian to Mary E. DeKrafft. This accountant charges himself with the balance due on last account, - - - - - - $8,958 73

And he charges himself with the following collections since last:

From Rockville and Washington road stock dividend, -	$12 60
" William G. Elliott, interest on note, - -	45 00
" Same and same, - - - - -	45 00
Amount carried forward,	$102 60

	Amount brought forward,	$102 60
"	John Sevensetler, rent,	40 00
"	Estwick Evans, same,	50 00
"	Bank Metropolis, dividend,	16 00
"	Same, same,	12 00
"	Estwick Evans, rent,	100 00
"	Bank Metropolis, same,	12 00
"	William G. Elliott, interest,	45 00
"	John Sevensetler, same,	40 00
"	E. Evans, rent,	50 00
"	Bank Metropolis, dividend,	14 00
"	Corporation Washington, same,	118 83
"	E. Evans, rent,	50 00
"	Col. Benton, mortgage interest,	45 00
"	Same, same,	45 00
"	Corporation Washington, dividend,	10 00
"	John Purdy, interest,	50 00
"	John Sevensetler, rent,	55 00
"	E. Evans, same,	50 00
"	John Purdy, interest,	50 00
"	Corporation Washington, dividend,	10 80
"	Bank Metropolis, dividend,	16 00
"	John Purdy, interest,	50 00
"	E. Evans, rent,	50 00
"	John Purdy, interest,	50 00
"	E. Evans, rent,	50 00
"	John Purdy, interest,	50 00
"	John Sevensetler, rent,	30 00
"	Corporation Washington, dividend,	10 80
"	Bank Metropolis, same,	14 00
"	E. Evans, rent,	50 00
"	Corporation Washington, dividend,	10 80
"	Same same,	10 80
"	John Sevensetler, rent,	30 00
"	Col. Benton, interest,	45 00
"	E. Evans, rent,	50 00
"	Corporation Washington, dividend,	10 80
"	Bank Metropolis, same,	93 50
"	Same, same,	14 00
"	E. Evans, rent,	50 00
"	Same, same,	50 00
"	Corporation Washington, dividend,	10 80
"	Same, same,	10 80
"	Bank Metropolis, same,	16 00
	Amount carried forward,	$10,699 03

	Amount brought forward,	$10,699 03
"	John Sevensetler, rent,	30 00
"	Col. Benton, interest,	90 00
"	E. Evans, rent,	50 00
		$10,869 03

And he prays a credit for the following payments, to wit:

Paid	Ed. N. Roach,	per voucher	No. 1,	$8 35
"	Dr. H. Lindsley,	do	No. 2,	10 00
"	Same,	do	No. 3,	8 00
"	Same,	do	No. 4,	10 00
"	Same,	do	No. 5,	10 00
"	Same,	do	No. 6,	12 00
"	Peter Kurts,	do	No. 7,	6 30
"	Corporation Taxes,	do	No. 8,	13 50
"	Peter Kurts,	do	No. 9,	21 00
"	Same,	do	No. 10,	11 52
"	Fire Insurance Office,	per voucher	No. 11,	23 00
"	To Ins. Co. of W. and Geo. Town,	per voucher	No. 12,	7 00
"	Allowed for clothing and support of servant girl 12 mos. at $6 per month, no voucher,			72 00
"	Dr. H. Lindsley,	per voucher	No. 13,	9 00
"	F. Ins. Comp'y,	do	No. 14,	7 00
"	Allowed for clothing and support of servant girl 12 mos. $6 per month, no voucher,			72 00
"	Dr. H. Lindsley,	per voucher	No. 15,	7 00
"	F. Ins. Comp'y,	do	No. 16,	22 00
"	Ed. N. Roach,	do	No. 17,	1 25
"	Same,	do	No. 18,	0 75
"	Corporation Taxes,	do	No. 19,	27 00
"	Fire Ins. Comp'y,	do	No. 20,	7 00
"	Allowed for clothing and support of servant girl 8½ mos. at $6 per month, no voucher,			51 00
"	Dr. H. Lindsley,	per voucher	No. 21,	8 00
"	Same,	do	No. 22,	22 00
"	James Little,	do	No. 23,	2 50
"	Richard Thompson,	do	No. 24,	1 50
"	Corporation Taxes,	do	No. 25,	16 42
And a commission of 10 per cent. on $1,910 30,				191 03
				$658 12
Balance due by Guardian,				10,210 91
				$10,869 03

DISTRICT OF COLUMBIA,
Washington County, to wit:

March 13, 1845.

This day appeared Roger C. Weightman, guardian aforesaid, and made oath on the Holy Evangels of Almighty God, that the aforegoing account as stated is just and true, that he has bona fide paid or secured to be paid, the several sums for which he claims a credit, which by the Court is allowed and passed.

Sworn before
ED. N. ROACH,
Register of Wills.

True copy. Test,
ED. N. ROACH, September 7, 1847.
Register of Wills.

The fourth and final account of Roger C. Weightman, guardian to Mary E. De Krafft.

This accountant charges himself with the balance due on last account, - - - - - - - $10,210 90

And he charges himself with the following collections since last amount:

From	Corporation Stock, dividend,	$10 80
"	John Sevensetler, rent,	30 00
"	Estwick Evans, same,	100 00
"	Bank of Metropolis, dividend,	14 00
"	Corporation Stock, same,	10 81
"	E. Evans, rent,	77 77
"	Rockville and Washington Turnpike, dividend,	18 00
"	M. Jeffers, principal, &c.,	100 00
"	Same, same,	100 00
"	Same, same,	108 75
"	Same, same,	107 25
"	Same, same,	105 75
"	W. G. Elliott, interest,	90 00
"	Corporation stock, dividend,	10 80
"	M. Jeffers, principal, &c.,	225 65
"	John Sevensetler, rent,	30 00
"	Bank of Metropolis, dividend,	14 00
"	Corporation stock, same,	10 80
"	M. Jeffers, principal, &c.,	300 00
"	A. Schucking, rent,	100 00
"	M. Jeffers, principal, &c.,	200 00
	Amount carried forward,	$11,975 28

	Amount brought forward,	$11,975 28
From John Sevensetler, rent,		30 00
" Bank of Metropolis, dividend,		20 40
" Same, same,		10 20
" Corporation stock, same,		10 80
" Executors of A. Shepherds, principal, &c.,		50 00
" A. Schucking,		100 00
" Corporation stock,		10 80
" John Sevensetler,		30 00
" M. Jeffers, principal, &c.,		150 00
" W. G. Elliott, interest,		90 00
" A. Schucking, rent,		50 00
" Bank of Metropolis, dividend,		14 00
" Corporation stock, same,		10 80
" M. Jeffers, principal, &c.,		160 00
" John Purdy, interest,		280 00
" M. Jeffers, principal, &c.,		140 00
" A. Schucking, rent,		50 00
		$13,182 29

And he prays a credit for the following payments, to wit:

Paid Ed. N. Roach, per voucher	No. 1,	$ 6 75
" Insurance office, do	No. 2,	3 00
" E. Evans, do	No. 3,	13 90
" Insurance office, do	No. 4,	7 00
" J. A. Bender, do	No. 5,	209 00
" A. Schucking, do	No. 6,	71 87
" John B. Holmead, do	No. 7,	5 00
" Insurance office, do	No. 8,	7 00
" A. Schucking, do	No. 9,	77 14
" Register of Wills, do	No. 10,	19 75
" Doctor Lindsley, do	No. 11,	17 00
" Corporation taxes, do	No. 12,	128 85
And a commission of ten per cent. on $2,971 37, is		297 13
Also to Register of Wills, per voucher No. 13,		8 56
And with this sum, paid on account of M. Jeffers' mortgage, as charged above,		1,288 14
Paid J. Harbaugh, per voucher No. 14,		12 68
		$ 2,172 77
Balance due and accountable,		11,009 52
		$13,182 29

DISTRICT OF COLUMBIA,
Washington County, to wit:

Orphans' Court, May 4, 1847.

This day appeared Roger C. Weightman, guardian aforesaid, and made oath on the Holy Evangels of Almighty God, that the aforegoing account as stated, is just and true, that he has bona fide paid or secured to be paid, the several sums for which he claims a credit, which by the Court is allowed and passed.

Test, ED. N. ROACH,
Register of Wills.

True copy.
Test, ED. N. ROACH,
Register of Wills.
September 7, 1847.

The additional final account of Roger C. Weightman, guardian to Mary E. DeKrafft:

This accountant charges himself with the balance due on last account, - - - - -	$11,009 52
And with this from M. Jeffers, balance of his mortgage, principal and interest, - - - -	216 73
	$11,226 25

And he prays a credit for the following payments, to wit:

Paid M. E. DeKrafft's trustees, per voucher No. 1,	$6,681 00
" Wm. E. McConnell, do No. 2,	25 00
And a commission of ten per cent. on $4 87, is -	0 48
Also this sum, being the balance of M. Jeffers' mortgage, as charged above, - -	211 86
And a commission of ten per cent. on $8,100, as charged in his first account, and not been allowed, - - - -	810 00
Also fees to Register of Wills, per voucher No. 3,	5 25
	$7,733 59
Balance due and accountable,	3,492 66
	$11,226 25

DISTRICT OF COLUMBIA.
Washington County, to wit:

June 19, 1847.

This day appeared Roger C. Weightman, guardian aforesaid, and made oath on the Holy Evangels of Almighty God, that the aforegoing account as stated, is just and true, and that he has bona fide paid or secured to be paid, the several sums for which he claims a credit, which by the Court is allowed and passed.

Sworn before
ED. N. ROACH,
Register of Wills.

True copy.
Test, ED. N. ROACH,
Register of Wills.

April 7, 1847.

The first and final account of Eleanor DeKraft, administratrix, with the will annexed, of Edward DeKrafft, deceased, settled with the Orphans' Court, by Eleanor Dewees, the administratrix de bonis non of said E. DeKrafft, deceased.

In which she charges said administratrix with the account of the inventory, - - - - - -	$23,144 32
And with an additional inventory, - - -	8,350 00
Also with the following sums of money collected and retained by her, to wit:	
From Boyd, for rent, - - - - -	17 50
" Auditor's office, - - - -	5 00
" Bank of the Metropolis, dividend, - -	957 37
" J. Gales, house rent, - - -	87 50
" do do - - - - -	87 50
" do do - - - - -	87 50
" do do - - - - -	87 50
" Mrs. Emmons do - - - -	87 50
" Woodyear, do - - -	137 50
" do do - - - -	137 50
" do do - - - -	137 50
" J. H. Hozier do - - - -	65 00
" do do - - - -	65 00
" do do - - - -	65 00
" do do - - - -	65 00
" do do - - - -	65 00
Amount carried forward,	$33,649 19

	Amount brought forward,		$33,649 19
From	F. W. DeKrafft	do	43 75
"	do	do	43 75
"	do	do	43 75
"	do	do	43 75
"	Mr. Boyd	do	37 50
"	do	do	37 50
"	do	do	37 50
"	do	do	37 50
"	do	do	37 50
"	do	do	37 50
"	Mrs. Smith,	do	37 50
"	do	do	12 50
"	do	do	12 50
"	do	do	12 50
"	W. Cooper	do	75 00
"	do	do	75 00
"	do	do	50 00
"	J. Gadsby	do	22 50
"	do	do	22 50
"	do	do	22 50
"	N. Smith	do	37 50
"	do	do	37 50
"	do	do	37 50
"	do	do	37 50
"	J. Purdy	do	22 50
"	do	do	22 50
"	do	do	22 50
"	do	do	22 50
"	do	do	22 50
"	W. G. Eliott	do	45 00
"	do	do	45 00
"	J. S. Clarke	do	37 50
"	do	do	37 50
"	do	do	37 50
"	do	do	37 50
"	do	do	37 50
"	do	do	37 50
"	M. Jeffers	do	22 50
"	do	do	22 50
"	do	do	22 50
"	do	do	22 50
			$34,057 69

And she claims for said administratrix a credit for the following payments, to wit:

Paid Todd & Co., per voucher	No.	1,	$5 00
" Suter & Sanders,	do	2,	12 00
" R. C. Weightman,	do	3,	11 75
" W. Young,	do	4,	5 55
" J. Taylor,	do	5,	9 50
" P. Bryson,	do	6,	6 37
" C. Lipscomb,	do	7,	5 00
" J. F. Callan,	do	8,	3 75
" Register of Wills,	do	9,	8 65
" Dr. Baker,	do	10,	5 00
" Dr. Hunt,	do	11,	17 50
" G. Anderson,	do	12,	41 50
" J. Lindsley & Co.,	do	13,	20 00
" Dr. Hall,	do	14,	118 00
" Dr. Causin,	do	15,	3 00
" Harper, Kneller & Co.	do	16,	68 04
" Wm. Edmonston,	do	17,	3 50
" Wm. B. Todd,	do	18,	8 00
" J. K. Plant,	do	19,	116 58
" D. McCurdy,	do	20,	38 33
" Bradley & Cattell,	do	21,	81 18
" Clarke & Briscoe,	do	22,	7 50
" King, Hillbrook & Co.	do	23,	4 50
" Saml. Robinson,	do	24,	1 55
" J. P. Pepper,	do	25,	36 00
" Ch. & Ohio Canal Co.	do	26,	275 00
" D. Sanders,	do	27,	2 00
" Register of Wills,	do	28,	8 84
" Corporation taxes,	do	29,	183 21

And also the following allowances, viz:

To the difference between $1,167 74, the amount returned in the inventory as cash in Bank of Metropolis, and $884 16, this being the sum ascertained to be due the said estate on an adjustment of accounts with the Bank,	283 58
And a loss on sales, see same,	542 29
Amount carried forward,	$1,637 67

Amount brought forward,		$1,637 67
And for the following sums returned in inventory as interest then due on bonds, and which has been charged to the administrator, viz:		
On J. Gadsby's bond,	$45 00	
Mr. Cooper,	250 00	
N. Smith,	37 50	
R. Jones,	67 50	
J. Purdy,	22 50	
Jos. C. Clarke,	75 00	
M. Jeffers,	22 50	
Boyd,	92 50	
J. Gales,	87 50	
J. Hosier,	65 00	
		765 00
And this paid E. DeKrafft, administratrix d. b. n. per voucher, No. 30,		18,301 70
Also this from E. W. DeKrafft, admr., as per first account,		9,146 84
And a commission of 7½ per cent. on $32,460 82, being the nett amount of assets, having deducted for deficiency of cash in the Bank of Metropolis, loss on sales, and the interest on bonds, &c., is,		2,434 56
And for fees to Register of Wills, per voucher, No. 31,		14 75
		$32,601 02
Balance due by administratrix,		1,450 67
		$34,051 69

Orphans' Court, March 24th, 1846.

DISTRICT OF COLUMBIA,
Washington County, to wit:

The within account having been presented by the administratrix with the will annexed, of Edward DeKrafft, deceased, prior to her death. It being therefore impossible by the act of God for her to make oath to same in the usual form. It is this day ordered by the Court that it be received and recorded as a valid settlement on the part of said Eleanor DeKrafft, administratrix as aforesaid.

Test. ED. N. ROACH,
Register of Wills.

3263.

DISTRICT OF COLUMBIA,
Washington County, to wit:

I certify that the aforegoing is a true copy from the original, filed and recorded in the office of the Register of Wills, for Washington County aforesaid.

Witness my hand and seal of Office, this 8th day of March, 1848.

ED. N. ROACH,
Register of Wills.

The first account of William Dewees, administrator with the will annexed of Eleanor DeKrafft, deceased.

This accountant charges himself with the amount of the Inventory, - - - - - -	$1677 93¾
And with a gain on Sales, - - - - -	177 84¾
And with a note of Ed. De Kraffts' - - -	750 00
Also with three notes of A. B. Waller, $100 each, -	300 00
And with the following, being her proportion of Edward DeKrafft's estate, as per award of Sweeney & Gideon.	
To John Gadsby note, - - - - - -	1500 00
" John Purdy's note, - - - - -	1500 00
" William G. Elliott's note, - - - - -	1500 00
" Matthias Jeffers' note, - - - - -	1500 00
" 4 Shares U. S. Bank Stock, - - - - -	424 00
" 71 Shares Bank of Metropolis Stock, - -	1775 00
" 1 Share Patriotic Bank Stock, - - -	10 00
" 4 Shares Chesapeake and Ohio Canal Stock, -	400 00
" 9 Shares Rockville turnpike Stock, - - -	180 00
" 1 Shares Steamboat Columbia Stock, - -	50 00
" 1 Shares Washington Library Stock. - -	25 00
" ⅓ of $848 54, cash in hand, is - - -	284 84
And he charges himself with the following money, received as interest and dividends:	
From the U. S. Bank, - - - - - -	131 00
" John Gadsby, interest, - - - -	45 00
" Metropolis Bank dividend, - - - -	207 00
" Metropolis Bank dividend, - - -	207 00
" The U. S. Bank dividend, - - - -	35 00
" William G. Elliott, interest, - - -	45 00
" John Purdy, interest, - - - - -	45 00
" W. G. Elliott, interest, - - - -	45 00
" The U. S. Bank dividend, - - - -	25 00
	$12,837 62½

And he prays a credit for the following payments, to wit:

Paid Register of Wills, fees per voucher No.		1, - -	10	34½
" James R. Plant,	do	2, -	102	97
" Janet Taylor,	do	3, - -	3	00
" John Dix,	do	4, -	7	00
" William Graham,	do	5, - -	7	75
" C. Reppager,	do	6, -	3	00
" Administrator of J. Pearson,	do	7, - -	13	54
" Jno. F. Callan,	do	8, -	2	94
" J. D. Boteler,	do	9, - -	2	43¾
" William Gunton,	do	10, -	2	81¼
" E. G. & William Emack,	do	11, - -	40	27½
" William Young,	do	12, -	6	05
" Richard Wallach,	do	13, - -	5	00
" Dr. H. Huntt,	do	14, -	5	00
" George Ailer,	do	15, - -	2	25
" Sweeney & Gideon,	do	16, -	10	00
" Mary Koons,	do	17, - -	4	00
" A. B. Waller & Co.,	do	18, -	25	01¼
" Dr. J. C. Hall,	do	19, - -	25	00
" Jno. P. Pepper,	do	20, -	32	50
" Walter Harper,	do	21, - -	154	08
" John P. Pepper,	do	22, -	2	50
" E. Lindsley,	do	23, - -	4	31
" Insurance Co.,	do	24, -	42	50
" Charles B. King,	do	25, - -	50	00
" Metropolis Bank,	do	26, -	1500	00
And the support of servant from the 8th of October to December 8th, 1834, - - - -			24	25
And allowed for board of servant woman, - -			2	25
Also a commission of five per cent on $12,837 62½, -			641	88
And for fees on this account, and for recording and filing inventory, No. 27, - - -			12	49½
			2,745	14¾
Balance by Administrator, - -			10,092	47¾
			$12,837	62½

Orphans' Court, June 26th, 1838.

DISTRICT OF COLUMBIA,
Washington County, to wit:

The above account was presented by William Dewees a short time before his death, but not examined and passed till afterwards, it being

3364.

therefore rendered impossible by the act of God, for him to make oath to the same in the usual form. It is ordered by the Court, that it be received and recorded as a valid settlement on the part of said William Dewees, as administrator, with the will annexed of Eleanor DeKrafft, deceased.

Test. ED. N. ROACH,
Register of Wills.

DISTRICT OF COLUMBIA,
Washington County, to wit:

I certify that the aforegoing is a true copy from the original, filed and recorded in the office of the Register of Wills, for Washington County aforesaid.

Witness my hand and seal of office this 8th day of March, in the year 1848.

ED. N. ROACH,
Register of Wills.

The first account of Eleanor Dewees, administratrix de bonis non, with the will annexed of Eleanor De Krafft, deceased.

This accountant charges herself with the following, received from the executrix of William Dewees, deceased, the former administrator, to wit:

To John Purdy's note,	$1,000 00
Wm. G. Elliott's note,	1,500 00
Matthias Jeffers' note,	1,500 00
4 shares United States Bank stock,	424 00
16 shares Metropolis Bank stock,	400 00
1 share Patriotic Bank stock,	10 00
4 shares Ches. and Ohio Canal stock,	400 00
9 shares Rockwell's Turnpike stock,	180 00
Steamboat Columbia stock,	50 00
1 share Washington Library,	25 00
E. De Krafft's note,	750 00
A. B. Waller's three notes ($100 each),	300 00
This sum in cash,	792 81
This amount of property retained for the child, appraised at	557 50
	$7,889 31

Amount brought forward,	$7,889 31

And with the following for interest and dividends since:

From Wm. G. Elliott, interest,	90 00
" Mathias Jeffers, interest,	55 00
" John Purdy, interest,	45 00
" Bank of Metropolis, dividend,	128 00
" A. B. Waller, interest on two notes,	12 00
" Wm. G. Elliott, interest,	90 00
" John Purdy, interest,	75 00
	$8,384 31

And she prays a credit for the following payments, to wit:

Paid Register of Wills fees, per voucher No. 1,	3 84½
" Maria Jones a legacy, do 2,	133 33
" Maria Jones, trustee, do 3,	300 00
" Maria Jones, trustee, do 4,	100 00
And allowed a commission of 5 per cent. on $7,889 31, is	394 46
Also a commission of 10 per cent on $495 00 is	49 50
And fees on this account, No. 5,	5 00
	$986 13½
Balance due by the administratrix,	7,398 17½
	$8,384 31

DISTRICT OF COLUMBIA,
Washington County, to wit:

November 7th, 1838.

This day appeared Eleanor Dewees, administratrix aforesaid, and made oath on the Holy Evangels of Almighty God, that the aforegoing account as stated, is just and true, that she has bona fide paid or secured to be paid, the several sums for which she claims a credit, which by the Court is allowed and passed.

Test, ED. N. ROACH,
Register of Wills.

3365.

DISTRICT OF COLUMBIA,
Washington County, to wit:

I certify that the aforegoing is a true copy from the original, filed and recorded in the office of the Register of Wills, for Washington County aforesaid.

Witness my hand and seal of office this 31st day of March, in the year 1848.

ED. N. ROACH,
Register of Wills.

Received September 29, 1835, of William Dewees, administrator of Eleanor DeKrafft, who was administratrix of the estate of the late Edward DeKrafft, the following papers and documents belonging to the estate of said Edward DeKrafft, viz.:

No. 1, William Cooper's note and deed of trust, -	$5,000 00
2, Nathan Smith's deed of trust, - -	2,500 00
3, Raphael Jones, deed of trust, - -	2,250 00
4, Joseph S. Clarke's deed of trust, - -	2,500 00
	$12,250 00
5, *Six shares U. S. Bank stock, - -	636 00
6, 136 shares Metropolis Bank stock, -	3,400 00
7, Six shares Chesapeake and Ohio Canal stock,	600 00
8, 25 shares Washington and Rockville Turnpike stock,	500 00
Columbia Steamboat stock, - - -	200 00
One share Washington Theatre, - - -	150 00
And two-thirds of cash in hands of the admistrator of Eleanor DeKrafft, - - - - -	565 70
	$18,301 70

D. SAUNDERS,
Administrator d. b. non of the estate of Edward DeKrafft, deceased.

*Which is included in one certificate of ten shares, which certificate is in my possession—the remaining four belonging to the estate of the said Eleanor DeKrafft, deceased.

True copy.

Test, ED. N. ROACH,
Register of Wills.

February 2, 1849.

DEFENDANT S. EXHIBIT No. 5.

	Cr.	General Account of Receipts	*Dolls.*	*C.*
1835,	March 27,	By interest of John Purdy, - -	30	00
	May 1,	Rent of Mrs. Emmons, -	87	50
	13,	Interest of J. S. Clark, - -	75	00
	20,	Rent of Mr. Hosier, - -	195	00
	June 20,	Interest of John Purdy, - -	15	00
	July 10,	Interest of J. S. Clark, -	37	50
	August 1,	Rent of Mrs. Woodyear, - -	412	50
	3,	Interest of W. G. Elliott, -	90	00
	3,	This sum of Mr. Jeffers charged to N. Smith, - - -	64	10
	Oct'r. 17,	This sum of N. Smith, as per bill of work, - - - -	600	00
1836,	Jan'y 1,	Dividend on Metropolis B. Stock,	120	00
	1,	Dividend on U. S. Bank Stock,	70	00
	6,	Interest of J. S. Clark, - -	75	00
	April 1,	Rent of Mr. Young, - -	100	00
	2,	Interest of J. S. Clark, - -	37	50
	23,	Excess on sale of Bank Stock, sold to pay administrators commissions, - - - -	35	00
	May 20,	Rent of Walker and others, -	240	50
	July 1,	Dividend of Bank Stock, (Met. $\$361\frac{25}{100}$, U. S. $40. - -	401	25
	25,	Interest of J. S. Clark, -	37	50
	August 1,	Rent of Mrs. Woodyear, - -	550	00
	Oct'r 1,	Rent of D. Saunders, - -	437	50
	1,	Rent of William Cooper, - -	300	00
1837,	Jan'y 1,	Dividend on Bank Stock, (Met. $\$106\frac{25}{100}$, U. S. $40, - -	146	25
	March 25,	Interest of J. S. Clark, -	112	50
	May 1,	Rent of Mr. Hanson, - -	150	00
	July 1,	Dividend on Bank Stock, (Met. $\$106\frac{25}{100}$, U. S. $40,) -	146	25
	August 1,	Rent of A. Randall, - - -	550	00
	Oct'r. 1,	Rent of Mrs. Dyer, - -	350	00
	1,	Cash proceeds of N. Smith's sale of Property, - - -	2,887	50
	1,	Cash from D. Saunders on acc't.	720	00
1838,	Jan'y 1,	Dividend on Bank Stock, (Met. $85, U. S. $40,) - -	125	00
	Feb'y 1,	Rent of J. Hanson, - -	112	50
		Amount carried forward,	$9,310	85

		Amount brought forward,	$9,310 85
	March 21,	Interest of W. Cooper, - -	450 00
	April 1,	Rent of A. Randall, - -	400 00
	12,	Rent of Mr. Jenumes, - -	635 00
	June 16,	Interest of W. Cooper, - -	100 00
	July 1,	Dividend on Metropolis B. Stock,	85 00
	1,	Dividend on U. S. Bank Stock,	40 00
	August 14,	Interest of W. Cooper on acc't.	100 00
	31,	Interest of W. Cooper on acc't.	50 00
	Sept'r 1,	Rent of Mr. Niles, - - -	300 00
	15,	Interest of J. S. Clark, -	225 00
	Oct'r 1,	Rent of Mrs. Dyer, - - -	350 00
	1,	Cash on account of D. Saunders,	240 00
	13,	Interest of W. Cooper, - -	75 00
	Dec'r 3,	Interest of W. Cooper, - -	100 00
1839,	Jan'y 1,	Dividend on U. S. Bank Stock,	40 00
	1,	Dividend on Metropolis B. Stock,	126 25
	Feb'y 1,	Rent of Mr. Hyatt, - -	175 00
	27,	Interest of William Cooper, -	75 00
	March 16,	Interest of J. S. Clark, - -	75 00
	May 1,	Rent of Mr. Latimer, - -	600 00
	8,	Interest of W. Cooper, - -	50 00
	June 1,	Rent of Mr. Niles, - -	225 00
	24,	Interest of William Cooper, -	500 00
	July 1,	Dividend on U. S. Bank Stock,	40 00
	1,	Dividend on Metropolis B. Stock,	126 25
	July 15,	Rent of Mr. Ryan, - - -	400 00
	Oct'r 1,	Rent of William Cooper, -	400 00
	1,	Cash on account of D. Saunders,	240 00
	18,	Interest of H. DeKrafft and children, - - - - -	90 00
1840,	Jan'y 1,	Dividend on Metropolis B. Stock,	101 00
	Feb'y 1,	Rent of Mr. Foltz, - -	175 00
	April 24,	Interest of William Cooper, -	300 00
	24,	Account vs. the Estate of Wm. Cooper, omitted in settlement of administration account, -	16 25
	May 1,	Rent of Mrs. Latimer, - -	600 00
	June 1,	Rent of Mrs. Latimer, - -	50 00
	17,	Cash of Wm. Cooper on account,	700 00
	20,	Cash of Wm. Cooper on account,	300 00
	July 1,	Dividend on Metropolis B. Stock,	101 00
	15,	Rent of Mr. Ryan, - - -	700 00
		Amount carried forward,	$18,666 60

		Amount brought forward,	$18,666 60
	Oct'r 1,	Cash of D. Saunders on account of interest, - - -	240 00
	1,	Rent of Dr. Jones, - - -	400 00
	18,	Interest of H. DeKrafft and children, - - - - -	90 00
1841,	Jan'y 1,	Dividend on Metropolis B. Stock,	75 75
	8,	Cash of Raphael Jones, on acc't.	1,300 00
	Feb'y 1,	Rent of George Foltz, - -	175 00
	May 22,	Cash of Wm. Cooper on account,	1,181 00
	25,	Cash of Wm. Cooper on account,	500 00
	July 1,	Dividend on Metropolis B. Stock,	75 15
	3,	Cash of Wm. Cooper on account,	104 09
	July 15,	Rent of Wm. Ryan, - -	700 00
	August 18,	Cash of Wm. Cooper, - -	700 00
	Sep'r 1,	Rent of Col. Arnold, - -	500 00
	Oct'r 1,	Cash of D. Saunders, - -	240 00
	1,	Rent of Dr. Jones, - - -	400 00
	18,	Interest of H. DeKrafft and children, - - - - -	90 00
	Nov'r 22,	Dividend on Rockville and Washington Turnpike, - - -	50 00
1842,	Jan'y 1,	Dividend on Metropolis B. Stock,	75 15
	26,	Cash of Wm. Cooper on account,	500 00
	Feb'y 1,	Rent of George Foltz, - -	175 00
	3,	Cash of Raphael Jones on acc't.	800 00
	May 28,	Cash of Wm. Cooper on account,	470 00
	June 6,	Do do	1,142 00
	20,	Do do	315 00
	July 1,	Dividend on Metropolis B. Stock,	75 15
	15,	Rent of Mr. Ryan, - - -	700 00
	Sep'r 1,	Rent of Col. Arnold, - -	500 00
	10,	Interest of J. S. Clark, - -	300 00
	Oct'r 1,	Rent of Dr. Jones, - -	400 00
	1,	Cash of D. Saunders, on account,	240 00
	18,	Interest of H. DeKrafft and children, - - - - -	90 00
	Dec'r 20,	Discount on R S. Coxes' note,	14 00
1843,	Jan'y 1,	Dividend on Metropolis B. Stock,	88 37
	Feb'y 16,	Interest of J. S. Clark, - -	335 94
	16,	Rent of George Foltz, - -	175 00
	June 15,	Cash of R. S. Coxe, on account,	220 00
	July 1,	Dividend on Metropolis B. Stock,	101 00
	1,	Rent of Dr. Jones, - - -	300 00
		Amount carried forward,	$32,504 20

		Amount brought forward,	$32,534 20
	July 15,	Rent of Mr. Ryan, - -	700 00
	Sep'r 25,	Interest of J. S. Clark, - -	75 00
	Oct'r. 1,	Cash of D. Saunders, on acct.,	240 00
	Oct'r. 1,	Rent of C. A. Wickliffe, -	550 00
	18,	Interest of H. DeKrafft and children, - - - -	90 00
1844,	Jan'y. 1,	Dividend on Metropolis Bank stock, - - - - -	88 37
	Feb'y. 1,	Rent of Mrs. Baldwin, -	175 00
	28,	Interest of J. S. Clark, - -	37 50
	April 1,	Rent of Dr. Jones, - -	262 50
	May 1,	Rent of Mrs. Baldwin, - -	43 75
	24,	Cash of W. Gadsby, on account,	163 50
	July 1,	Dividend on Metropolis Bank stock, - - - - -	88 37
	15,	Rent of Mr. Ober, - -	700 00
	Sept. 22,	Rent of Mr. Randall, - -	43 75
	Oct'r. 1,	Cash of D. Saunders, on acc't.,	240 00
	"	Rent of C. A. Wickliffe, -	275 00
	"	Rent of Dr. Jones, - -	175 00
	15,	Rent of Mr. Ober, - - -	175 00
	18,	Interest of H. DeKrafft and children, - - - -	90 00
	Nov. 22,	Rent of Mr. Randall, on acct.,	29 17
	Dec. 17,	Interest of J. S. Clark, -	150 00
	19,	Rent of Mr. Randall, -	14 58
	31,	Rent of C. A. Wickliffe, -	112 50
1845,	Jan. 12,	Dividend on Metropolis Bank stock, - - - - -	88 37
	Mar. 25,	Interest of J. S. Clark, -	37 50
	April 1,	Rent of C. A. Wickliffe, -	412 50
	May 9,	Cash of Wm. Gadsby's note and interest, - - - -	106 00
	9,	Cash of Wm. Gadsby's note, on account, second note, -	455 00
	June 22,	Rent of Mrs. Randall, -	87 50
	Oct. 1,	Cash of D. Saunders, on acct.,	240 00
	1,	Interest R. C. W., for R. H. Weightman, - - - -	530 00
	15,	Rent of Mr. Ober, - -	700 00
	18,	Interest of H. DeKrafft and children, - - - -	90 00
	18,	Cash of do in full,	1,500 00
		Amount carried forward,	$41,300 06

		Amount brought forward,	$41,300 06
1845,	Nov. 6,	By rent of Mrs. Ross, - - -	350 00
	14,	Dividend on Metropolis Bank stock, - - - - -	75 75
	Dec. 17,	Rent of Tabler, - - -	50 00
	19,	Interest of J. S. Clark, - -	112 50
1846,	Jan. 10,	Interest of Wm. Gadsby, -	78 71
	Feb. 20,	Dividend on Metropolis Bank stock, - - - - -	88 37
	Mar. 25,	Interest of J. S. Clark, -	37 50
	April 1,	Rent of J. Tabler, - - -	40 00
	30,	Interest of R. C. W., for R. H. Weightman, - - - -	345 00
	July 15,	Rent of J. S. Tabler, - -	25 75
	Aug. 11,	Rent of Josiah Polk, - -	500 00
	Sept. 25,	Interest of J. S. Clark, -	75 00
	Oct. 1,	Cash D. Saunders on account, -	240 00
	15,	Rent of Mr. Ober, - -	700 00
	Nov. 6,	Rent of Mrs. Ross, - - -	350 00
	12,	Rent of J. Tabler, on account,	17 00
	14,	Dividend on Metropolis Bank stock, - - - - -	75 75
	16,	Cash of R. S. Coxe, on account,	100 00
	17,	Interest of J. R. Douglass, -	150 00
	25,	Interest of J. S. Clark, -	37 50
1847,	Jan. 1,	Interest of J. H. Saunders, -	42 00
	Feb. 20,	Dividend on Metropolis Bank stock, - - - - -	88 37
	Mar. 20,	Interest of J. S. Clark, - -	37 50
	May 14,	Dividend Rockville and Washington Turnpike stock, - -	70 00
	28,	Rent of Mr. Tabler, - -	112 00
	June 25,	Interest of J. S. Clark, - -	37 50
	July 1,	Interest of J. W. DeKrafft, -	25 00
	15,	Rent of Mr. Ober, - - -	525 00
	16,	Cash of Raphael Jones, on acct.,	500 00
	Aug. 1,	Interest of J. W. DeKrafft, -	12 50
	5,	Dividend on Metropolis Bank stock, - - - - -	88 37
	6,	Rent of Mrs. Ross, - -	262 50
	Sept. 1,	Interest of J. W. DeKrafft, -	12 50
	1,	Cash of J. W. DeKrafft, on acct.,	25 00
	10,	Interest of R. C. W., for R. H. Weightman, - - - -	204 17
		Amount carried forward,	$46,791 30

		Amount brought forward,	$46,791 30
1847,	Sept. 10,	By interest of R. C. W., for Wm. Gadsby,	98 88
	10,	Interest of R. C. W., for R. S. Coxe,	24 01
	25,	Interest of J. S. Clarke,	37 50
	Oct. 1,	Rent of Mr. Carvallo,	575 00
	1,	Cash of D. Saunders, (for house,)	6,000 00
		Account rendered,	$53,526 79
	Oct. 1,	Interest of R. C. W., for R. H. Weightman, omitted Sept. 10, 1847,	20 08
	1,	Interest due by R. C. W., 10th September, 1847, and included in loan, $230 57, to him of that date, omitted 10th September, 1847,	95 23
	1,	Interest to date on D. Saunders' loan,	322 51
	5,	Interest of W. DeKrafft,	12 38
	9,	Interest of W. J. Bradley,	36 00
	15,	Rent of Mr. Ober,	175 00
	25,	Rent of Mrs. Ross,	87 50
	30,	Cash of J. S. Clark, on acct.,	1,000 00
	Nov. 10,	Cash of J. H. Saunders, on acct.,	1,800 00
	13,	Interest of J. W. DeKrafft,	12 37
	15,	Cash of J. H. Saunders in full,	261 66
	Dec. 17,	Interest of J. R. Douglass,	50 00
1848,	Jan. 4,	Interest of J. W. DeKrafft,	24 75
	4,	Dividend on Metropolis Bank stock,	88 37
	4,	Rent of Mr. Carvallo,	125 00
	14,	Rent of Mr. Ober,	175 00
	Feb. 1,	Interest of J. W. DeKrafft,	12 37
	12,	Rent of Miss M. Gates,	10 00
	17,	Rent of Mrs. Ross,	87 50
		Account made off,	$57,922 51
	March 1,	Cash of Wm. A. Bradley, interest,	36 00
	6,	" J. W. DeKrafft, for do.,	12 37
	13,	" J. R. Douglass, for do.,	70 00
	18,	" Mary Gates, for rent,	10 00
	April 1,	" Mr. Carvallo, do	125 00
	6,	" J. W. DeKrafft, for int.,	12 37
		Amount carried forward,	$58,188 25

		Amount brought forward,	$58,188 25
1848,	April 8,	By cash of J. S. Clark, for interest,	22 72
	15,	Cash of Mr. Ober, for rent, -	175 00
	19,	Cash of Miss M. Gates, for rent,	10 00
	May 4,	Cash of J. W. DeKrafft, for int.,	12 37
	9,	Cash of Mrs. Ross, for rent, -	87 50
	24,	Cash of Miss M. Gates, for rent,	10 00
	30,	Cash of J. S. Clark, for interest,	22 72
	June 20,	Cash of Miss M. Gates, for rent,	10 00
	29,	Cash of J. W. DeKrafft, for int.,	12 37
	30,	Cash of Mr. Carvallo, for rent,	125 00
	July 3,	Cash of Metropolis Bank dividend, - - - - -	88 37
	10,	Cash of J. W. DeKrafft, interest,	12 37
	July 14,	Cash of Mr. Ober, rent, -	175 00
	August 1,	Cash of Miss Gates, rent, -	10 00
	5,	Cash of Mrs. Ross, do -	87 50
	8,	Cash of Raphael Jones, interest,	91 00
	12,	Cash of J. W. DeKrafft, do -	12 37
	25,	Cash of J. S. Clark do -	22 72
	Sept. 4,	Cash of Miss Gates, rent, -	10 00
	4,	Over-charge in disbursement account, under date Sept. 10th, 1847, R. C. Weightman, trustee, $220, should be $204, and account to this date rendered to co-trustee, - - -	15 83
			$59,201 09
September 20,		By amount from James Long, trustee, relent to J. M. Farrar, from 9th August, (the day of sale,). - -	$1,387 37
October	2,	Amount from Mr. Carvallo, for rent, -	125 00
"		" Miss Gates, for rent,	10 00
"	4,	" J. W. DeKrafft, interest,	24 00
"	14,	" Mr. Ober, rent, -	175 00
November	6,	" Mrs. Ross, rent, -	87 50
"	8,	" Miss Mary Gates, rent,	10 00
"	10,	" Jno. M. Farrar, interest,	20 81
"	11,	By cash from R. J. Coxe, on account,	250 00
"	15,	" J. W. DeKrafft, for interest,	12 37
"	20,	" Raphael Jones, for interest,	22 81
December	2,	" Miss M. Gates, rent, -	10 00
"	7,	" J. W. De Krafft, interest, -	12 37
		Amount carried forward,	$61,348 32

		Amount brought forward,	$61,348	32
1849.				
January	2,	By cash from J. S. Clarke, interest, -	22	72
"	"	" J. R. Douglass, interest, -	121	80
"	3,	" Dividend on Met. Bank stock,	88	37
"	"	" Mr. Carvallo, for rent, -	125	50
"	4,	By amount from Wm. A. Bradley, interest,	36	00
"	9,	" J. W. De Krafft, interest,	12	37
"	15,	" Miss M. Gates, rent, -	10	00
"	16,	" Mr. Ober, rent, -	175	00
"	29,	" Mr. R. H. Weightman, int.,	165	10
"	"	" Wm. Gadsby, interest, -	30	00
"	"	" R. C. Weightman interest,	124	68
"	31,	" Miss M. Gates, rent, -	10	00
February	1,	" Mrs. Ross, rent, - -	87	50
"	3,	" J. S. Clark, interest, -	22	72
"	12,	" John M. Farrar, interest,	20	81
"	"	" Miss M. Gates, rent, -	10	00
"	15,	" J. W. De Krafft, interest,	12	37
March	13,	" do do	12	37
"	20,	" Miss M. Gates, rent,	10	00
April	1,	" Wm. A. Bradley, interest,	9	00
"	4,	" Mr. Carvallo, rent,	125	00
"	14,	By cash from Mr. Ober, rent, -	175	00
"	16,	" J. W. De Krafft, interest, -	12	37
"	18,	" Raphael Jones, interest,	22	81
"	26,	" Miss M. Gates, rent, -	10	00
May	3,	" J. S. Clark, interest, -	22	22
"	8,	" J. W. De Kraft, interest,	12	37
"	9,	" J. M. Farrar, interest, -	20	81
"	11,	" A. E. Perry, rent, - -	87	50
"	22,	" Miss M. Gates, rent, -	10	00
June	12,	" J. W. De Krafft, interest, -	12	37
"	22,	" Miss M. Gates, rent, -	10	00
July	1,	" Mr. Carvallo, rent, -	125	00
"	12,	" J. W. De Krafft, interest,	12	37
"	14,	" M. Ober, rent, - -	175	00
"	23,	" Miss M. Gates, rent, -	10	00
By cash returned Wm. A. Bradley, (omitted 1 April, 1849,)			600	00
August	8,	By amount from J. W. De Krafft, interest	12	37
"	"	" J. M. Farrar, interest,	20	81
"	14,	" A. E. Perry, rent, -	87	50
"	16,	" Miss Gates, rent, -	10	00
"	27,	" J. S. Clark, interest, -	22	72
		Amount carried forward,	$64,051	60

			Amount brought forward,	$64,051 60
September	14,	By amount from	J. W. De Krafft, interest,	12 37
"	18,	"	Metropolitan Bank, dividend,	88 37
"	20,	"	Miss Gates, rent, -	10 00
"	27,	"	J. R. Douglass, interest,	120 00
October	1,	"	J. W. De Krafft, interest,	12 37
"		"	Mr. Carvallo, rent, -	125 00
"	16,	"	Mr. Ober, rent, - -	175 00
"	24,	"	Miss Gates, rent, -	10 00
November	2,	"	J. W. De Krafft, interest,	12 37
"	7,	"	A. E. Perry, rent, -	87 50
"	8,	"	J. S. Clark, interest,	22 72
"	9,	"	J. M. Farrar, -	20 81
				$64,748 11
"	12,	Received by Mrs. Barney from E. J. Middleton on account R. Jones' interest, 1st November, 1849, - - -		68 40
				$64,816 51

Account of Disbursements.

1835.				
Mar.	25,	Amount to	Thos. Payne's acct. per voucher,	$43 50
April	2,		Jacob Gideon, acct. ("Saunders,")	3 50
	9,		C. Woodward, acct. do -	39 15
May	13,		A. Rothwell, acct. do	190 44
	30,		C. Buckingham, acct. -	23 00
June	13,		W. W. Love, acct. do -	75 00
	25,		Orsey James, acct. do	5 50
	29,		Thomas Stanley, acct. do	62 62
July	6,		J. Gideon, account, -	3 00
Aug.	1,		S. P. Franklin, account, -	16 50
	15,		James Bowers, account, -	47 20
Sept.	2,		Moses Black, - -	5 25
	5,		James K. Boyd, - -	15 75
			J. Bosworth, - -	3 69
			N. Hewitt, for redemption of R. Jones property, sold for taxes, -	145 00
Oct.	17,		Nathan Smith, account, -	600 00
			James Towles, account, -	257 00
Nov.	18,		Joseph Stevenson, account, -	4 00
Dec.	5,		Franklin Insurance Co., -	45 00
			Amount carried forward,	$1,585 10

		Amount brought forward,	$1,585 10
	17,	Amount to John W. Marlow, account, -	17 50
		C. Woodward, - -	4 44
	22,	Wm. Dewees, admr. E. De Krafft,	233 46
		Wm. Dewees, guardian of M. E. D.,	329 57
1836.			
Jan.	27,	James Booth, account, -	6 00
Feb.	15,	Thomas Lewis, account, -	5 25
Mar.	1,	Campbell & Coyle, account, -	2 25
	30,	W. Dewees, (U. S. Bank stock,)	28 00
April	5,	W. Dewees, guardian, -	50 00
	5,	Ezekiel Young, account,	10 00
	9,	Benedict Wells, - -	6 50
May	5,	James Fowles, 2 acc'ts, $45 64, 47 54	93 18
	30,	A. Rothwell, account, -	190 44
June	11,	Richard Tongues, account,	12 38
	24,	James Fowles, - -	248 87
July	11,	W. Dewees, guardian, -	106 25
	25,	James Fowles, - -	15 88
Aug.	13,	W. Dewees, guardian, -	200 00
	17,	James Ritchie, guardian, -	5 00
Sept.	9,	Walter Jones, - -	10 00
	17,	Ignatius Simms, - -	2 50
	24,	James Fowles, - -	10 00
	29,	Richard Saunders, - -	7 00
Oct.	1,	Thomas Stanley, -	237 52
Dec.	15,	Insurance, - -	45 00
	26,	James Birtle, - -	4 00
	29,	R. C. Weightman, - -	100 00
1837.			
Jan.	10,	C. Woodward, - -	5 38
	10,	S. P. Franklin, -	9 37
	13,	James Sloan, - -	16 60
Feb.	23,	J. A. Bender, - -	3 00
Mar.	3,	A. Rothwell, for taxes, -	132 68
	23,	C. Buckingham, -	2 00
April	1,	R. C. Weightman, guardian, -	100 00
May	15,	do do -	100 00
	27,	James Fowles, - -	11 00
June	10,	T. B. Spriggs, - -	41 00
July	17,	C. Woodward, - -	20 12
Aug.	24,	John Adams, - -	37 51
Sept.	4,	Increase on insurance, -	1 50
	25,	D. Saunders, on acc't as trustee,	720 00
		Amount carried forward,	$4,766 38

		Amount brought forward,	$4,766 38
Oct.	1,	Amount to D. Saunders' loan, - -	3,225 00
	10,	R. C. Weightman, guardian,	100 00
Dec.	12,	do do -	125 00
	20,	C. Schusler, - -	6 87
1838.			
Jan.	2,	Thomas Stanley's account, -	4 75
Feb.	1,	W. H. Ward, - -	8 00
	1,	Insurance, - -	51 00
Mar.	5,	R. C. Weightman, -	125 00
April	5,	E. Lindsley, - -	27 25
	9,	A. Rothwell, - -	132 67
	11,	L. P. Franklin, - -	132 87
	11,	James Fowles, - -	966 26
	12,	Benjamin McCoy, - -	16 00
June	2,	R. C. Weightman, guardian,	125 00
July	25,	M. Jeffers, - -	30 00
Aug.	18,	Thomas Wagner, -	18 00
Sept.	19,	C. DeKrafft and children, loan,	1,500 00
	20,	W. Johnson, - -	3 50
	20,	Clerks and magistrates fees (see Mr. D. K.'s account), -	3 00
	25,	D. Saunders on account, -	240 00
Oct.	1,	D. A. Hall on acc't of lot, see deed,	55 83
	20,	R. C. Weightman, guardian, -	125 00
Nov.	13,	James Fowles, - -	171 27
	19,	M. Cooper, - -	4 00
Dec.	5,	John P. Murphy, -	1 50
	11,	Insurance, - -	21 00
1839.			
Jan.	16,	R. C. Weightman, guardian,	150 00
	26,	Thomas Stanley, -	49 13
Feb.	2,	E. Lindsley, - -	7 87
	2,	James Birtle, - -	75
Mar.	2,	A. Rothwell, - -	136 47
	15,	R. C. Weightman, guardian,	150 00
	16,	do 2 accounts $80 00 and $80 84, -	160 84
	16,	H. Butler, - -	5 50
April	6,	E. Ambush, - -	15 00
	17,	G. S. Kneller, - -	55 81
May	8,	Thomas Stanley's account,	13 12
	21,	R. C. Weightman, guardian, -	150 00
June	27,	James Fowles, - -	100 00
		Amount carried forward,	$13,080 32

		Amount brought forward,	$13,080 32
July	2,	Amount to D. A. Hall, - - -	58 38
	13,	James Fowles, - -	100 00
Sept.	7,	do - - -	178 00
	7,	William Brent, - -	5 00
	12,	R. C. Weightman, guardian,	150 00
	16,	Alexander Hunter, - -	1 14
	25,	R. C. Weightman, on account bank stock, - - -	32 00
	25,	D. Saunders, on account, -	240 00
	30,	D. A. Hall, - - -	59 22
Oct.	16,	Thomas Stanley, - -	23 50
	26,	John Wilkerson, - -	3 00
Dec.	6,	Insurance, - - -	51 00
	12,	R. C. Weightman, guardian,	150 00
1840.			
Jan.	3,	Thomas Lewis, - -	5 00
	3,	S. P. Franklin, - - -	25 50
	9,	James Birtle, - -	4 00
	16,	James Fowles, - - -	70 74
Feb.	7,	R. C. Weightman, guardian,	150 00
April	4,	D. A. Hall, - - -	10 90
	6,	A. Rothwell, - - -	138 14
	28,	T. Stanley, $6 70; May 11, J. Hodgson, $0 62, - -	7 32
June	23,	Gales & Seaton, - -	1 00
July	1,	R. H. Weightman, loan, -	2,500 00
Sept.	25,	D. Saunders, on account, -	240 00
Oct.	13,	J. D. Boteler, - - -	3 12
Nov.	6,	R. C. Weightman, guardian,	300 00
	6,	do - - -	528 31
	12,	R. S. Coxe, - -	35 00
	12,	John A. Bogans, account, -	1 50
Dec.	4,	James Fowles, - -	5 25
	7,	Insurance, - - -	51 00
1841.			
Jan.	1,	R. Tonge, - - -	8 72
	1,	J. F. Callan, - -	15 00
Feb.	23,	Taxes, - - - -	147 48
Mar.	2,	James Fowles, - -	161 52
	15,	R. C. Weightman, guardian, -	300 00
April	10,	R. Fowles, - - -	1 74
May	15,	William Gadsby's loan, - -	500 00
	20,	C. Buckingham, - -	5 00
		Amount carried forward,	$19,347 80

		Amount brought forward,	$19,347 80
May	20,	Amount to James Fowles, 10th ult. -	6 02
	22,	William Brent, - -	4 20
May	31,	Charles Coltman, - -	$27 75
June	5,	R. C. Weightman, guardian,	150 00
July	17,	James Fowles, - -	10 00
Aug.	6,	E. Lindsley, - -	5 82
	13,	R. C. Weightman, (trustee,)	320 00
	25,	Richard Wise, - -	11 00
Sept.	12,	R. C. Weightman, guardian, -	150 00
	25,	D. Saunders, on account, -	240 00
Oct.	2,	R. C. Weightman, for M. E. De K., expenses, - -	50 00
Dec.	1,	R. C. Weightman, trustee, -	500 00
	"	Insurance, - -	48 50
	17,	Thomas Stanley, -	5 00
	1842.		
Jan.	6,	R. C. Weightman, guardian, -	150 00
	10,	Taxes, - -	139 23
Feb.	6,	Wm. Gadsby's loan, - -	500 00
Mar.	14,	R. C. Weightman, guardian,	150 00
April	1,	D. Saunders' loan, -	3,000 00
	17,	Deposit with C. S. Fowler & Co.,	2,970 69
	6,	G. Plants' account, - -	300 00
Aug.	16,	James Fugett's account, -	1 00
	18,	Insurance extra on printing office,	1 16
Sept.	6,	Edward Ambush, - -	25 00
	25,	D. Saunders, on account, -	240 00
Oct.	28,	James Fugett, - -	2 00
	31,	James Fowles, - -	62 48
Nov.	24,	R. C. Weightman, guardian, -	450 00
Dec.	9,	Insurance, - -	61 00
	12,	George Plant, - -	62 75
	20,	R. S. Coxe's loan, -	700 00
	1843.		
Jan.	4,	Enoch Ridgeway, - -	8 15
	5,	Thomas Berry, - -	6 89
	21,	R. Tonge, - -	9 59
Feb.	19,	Taxes, - -	139 23
Mar	11,	Thomas Williams, - -	200 00
	18,	Thomas Blogden, -	39 75
	"	W. Jeffers, - -	5 00
April	1,	E. Lindsley, - -	11 73
	5,	E. G. Sengstack, - -	6 00
		Amount carried forward,	$30,317 74

		Amount brought forward,	$30,317 74
April	5,	Amount to R. C. Weightman, trustee,	250 00
	26,	R. C. Weightman, guardian, -	150 00
May	6,	C. Buckingham, -	4 00
	9,	Wm. Gadsby's loan, - -	100 00
June	10,	James Fowle's account, -	16 00
July	1,	Enoch Ridgeway, - -	55 00
	1,	R. C. Weightman, guardian,	150 00
Aug.	3,	Thomas Williams, -	7 25
	3,	L. Schwider, - -	4 00
	29,	John Gregory, - -	2 25
Sept.	10,	H. A. Whaley, - -	3 50
	25,	D. Saunders, on account, -	240 00
Nov.	1,	John Hodgson, - -	9 00
	10,	R. C. Weightman, guardian,	150 00
Dec.	7,	Insurance, - -	51 00
	23,	George Plant, - -	24 75
1844.			
Jan.	4,	R. C. Weightman, -	150 00
Feb.	—,	Taxes, - - -	137 46
	14,	William Cooper, -	525 00
Mar.	12,	R. C. Weightman, guardian, -	150 00
	15,	S. P. Franklin, - -	133 09
June	15,	Edward Ambush, - -	7 50
	20,	R. C. Weightman, guardian,	150 00
	22,	George Davis, - -	2 00
	22,	Charles Schussler, - -	3 50
July	1,	Edmundson & Henning, -	8 75
	6,	Enoch Ridgway, - -	8 30
	13,	Shaffer & Gregory, -	7 00
Aug.	31,	R. C. Weightman, guardian, -	150 00
Sept.	21,	George Plant, - -	15 00
	25,	D. Saunders, on account, -	240 00
	26,	W. Brent, - -	1 00
Oct.	12,	John A. Bogan, - -	6 47
	22,	J. H. Z. Werner, -	1 00
	23,	Edmard Ambush, - -	15 00
	30,	Charlotte Simms, -	3 00
Nov.	18,	C. H. Munck, - -	3 50
	20,	Edmundson & Henning, -	38 37
	27,	Thomas Tonge, - -	18 13
Dec.	3,	Jesse Jenkins, - -	135 00
	7,	Insurance, - - -	51 00
	12,	Jacob Acker, - -	50 00
		Amount carried forward,	$33,544 56

		Amount brought forward,	$33,544 56
Dec.	24,	Amount to R. C. Weightman, guardian,	150 00
1845.			
Jan.	7,	John Ball,	1 50
	11,	William Cooper,	59 33
	11,	C. H. Munsle,	3 75
Feb.	13,	Taxes,	42 98
	13,	Taxes,	142 63
Mar.	14,	George H. Plant,	15 30
	23,	R. C. Weightman, loan,	107 50
	24,	R. C. Weightman, guardian,	150 00
April	7,	James Smith,	3 50
	12,	William Brown,	6 00
	18,	Bowing & Henning,	7 00
	19,	G. Snowden,	24 99
	25,	James Fowles,	5 69
	26,	John M. Sealy,	50 00
June	6,	R. Toull,	1 00
	12,	R. C. Weightman, guardian,	150 00
	12,	E. Lindsley,	2 90
	13,	R. C. Weightman, guardian,	150 00
	23,	William Johnson,	3 00
	26,	Washington Corporation,	112 14
Sept.	14,	R. C. Weightman, trustee,	530 00
	17,	J. R. Douglass, loan,	2000 00
	19,	John Davidson's account,	10 00
	25,	Matthew Waite,	5 82
	25,	D. Saunders, on account,	240 00
	27,	C. H. Munck,	5 00
Oct.	8,	James Fowles,	2 00
Dec.	6,	Insurance,	51 00
	16,	Mary E. De Krafft, order,	200 00
1846.			
Jan.	1,	Wm. A. Bradley's loan,	600 00
	1,	R. C. Weightman, loan,	800 00
	1,	John Saunders, loan,	700 00
Mar.	10,	T. Munck's account,	1 00
	12,	R. C. Weightman, guardian,	300 00
	12,	Taxes,	142 44
	26,	Francis McMahon's account,	1 25
April	30,	R. C. Weightman's (trustee) acct.,	93 33
May	15,	Charles T. Wood,	2 75
June	12,	Henry Trueman,	5 37
	12,	R. C. Weightman, guardian,	150 00
		Amount carried forward,	$40,573 73

1846.		Amount brought forward,	$40,573 73
July	25,	S. P. Franklin, - -	35 88
Aug.	3,	R. Tonge, - - -	25 59
	31,	R. C. Weightman, guardian,	150 00
Sept.	12,	R. C. Weightman, do -	150 00
	16,	James Barker, - -	21 00
	23,	John Plant, - -	44 28
	25,	D. Saunders, on account, -	240 00
	25,	E. C. Allen, - -	9 00
	25,	Charlotte Semmes, -	9 00
Oct.	3,	Henry Hay, - -	26 50
	14,	R. Tonge, - -	9 75
Nov.	16,	R. C. Weightman, loan, -	940 00
Dec.	7,	Insurance, - -	51 00
	26,	John H. Saunders, loan, -	87 50
1847.			
Jan.	5,	John H. Saunders, do -	333 33
Feb.	1,	John H. Saunders, do -	337 50
	23,	Taxes account, - -	142 54
May	8,	Geo. Plant, on account of J. W. DeKrafft's loan, - -	665 00
May	10,	Geo. Plant, on account of J. W. DeKrafft's loan, - -	335 00
June	2,	John H. Saunders' loan, -	250 00
July	1,	John H. Saunders' loan, -	267 10
	10,	Geo. Plant, on account of J. W. DeKrafft's loan, - -	400 00
Sept.	1,	M. E. DeKrafft and M. E. Barney paid at sundry times, as per rep., - - -	1,039 17
	10,	R. C. Weightman trustee, (error) see Cr. Sept. 4, 1848, -	220 00
	10,	R. C. Weightman, loan, -	230 57
	10,	do loan, May 1846, -	251 67
	14,	T. B. Griffin, (M. E. B.'s order,)	21 33
	22,	Walker & Kimball's do -	11 50
	24,	M. E. Barney, - -	125 00
	30,	M. E. Barney, - -	50 00
	30,	Mary Gates, (Mrs. B.'s order,) -	38 23
	30,	Paid for house to D. Saunders, -	6,000 00
	30,	D. Saunders, being excess on his account due, - -	542 26
		Account rendered, - -	$53,633 35

1847.		Amount brought forward,	$53,633 35
Oct. 1,		D. Saunders on account compensation, - - -	240 00
16,		Mrs. Barney, - - -	100 00
Nov. 1,		G. Plant, on account loans to J. W. DeKrafft, - -	1,000 00
3,		T. F. Simms, for account Mrs. B., - - -	31 00
4,		D. Campbell, do do -	31 00
9,		R. Keyworth, do do -	27 00
10,		S. Caruse, do do -	18 12
15,		G. Plant, balance on loan to J. W. DeKrafft, - -	100 00
15,		G. Plant, interest due on balance of said loan, - -	35 78
16,		John Miller, for account versus Miss M. E. DeKrafft, -	51 85
16,		Edmunson & Henning, -	33 79
Dec. 8,		Insurance, - - -	51 00
10,		Perry & Ashley, per order of Mrs. B., - -	108 67
14,		Mrs. M. E. Barney, -	500 00
17,		James Long, loaned, - -	1,335 53
1848.			
Jan. 4,		Mrs. M. E. Barney, -	88 37
11,		Wm. Dutton, for M. E. DeK.,	1 50
15,		Bowen & Henning, - -	5 50
Feb. 3,		R. Jenifer, - -	4 33
17,		Mrs. M. E. Barney, - -	100 00
17,		Error in crediting amount of interest paid by J. S. Clark, 16th February, 1843, viz: $335 94, should be $300, -	35 94
17,	This sum over-paid by J. H. Saunders, 15th November, 1847, and refunded to him on $261 66, should be $261 30, - -		36
17,	To boarding, washing, &c., of Mary E. DeKrafft and servant, from 23d February to 4th June, 1847, three months and three weeks, $50, - - - -		187 50
17,	To boarding of Mrs. Barney and servant, 1 month, from 21st August, 1847, -		75 00
23,	To taxes, - - -		142 64
	Account made off, - -		$57,938 23

1848.	Amount brought forward,	$57,938	23
Feb. 24,	To amount paid for taxes on Mrs. DeKrafft's house and lot, - -	8	01
Mar. 2,	Mrs. M. E. Barney, -	36	00
9,	C. H. Munck, - -	1	25
10,	Mrs. M. E. Barney, -	12	37
15,	do do - -	70	00
April 1,	C. Woodward, -	16	00
4,	Mrs. M. E. Barney, -	110	00
14,	do do -	175	00
14,	Ober & Ryon, for Mrs. M. E. Barney, - -	2	72
6,	James Kirving, -	5	62
10,	Mrs. M. E. Barney, -	122	50
June 1,	do do -	45	00
30,	do do - -	125	00
July 3,	do do -	88	37
14,	do do - -	175	00
17,	do do -	12	37
Aug. 5,	do do - -	87	50
8,	do do -	91	00
27,	do do - -	35	09
Sept. 2,	Geo. Plant, -	25	60
12,	Mrs. M. E. Barney, -	10	00
12,	D. Saunders, not due till 1st October, - -	000	00
	Account rendered to co-trustee, -	$59,192	63
20,	To amount lent to J. M. Farrar, from 9th August, 1847, - -	1,387	37
2,	Paid Mary E. Barney, -	135	00
5,	do do - -	24	75
14,	do do -	175	00
Nov. 7,	do do - -	87	50
13,	do do -	30	81
15,	do do - -	12	37
20,	do do -	52	18
Dec. 8,	do do - -	22	37
7,	do do -	21	00
1849.			
Jan. 2,	do do - -	357	89
8,	do do -	36	00
10,	do do - -	12	37
16,	do do -	175	00
	Amount carried forward,	$61,752	24

		Amount brought forward,	$61,752 24
Jan.	29,	Amount to R. C. Weightman, trustee, -	319 78
Feb.	24,	A. Rothwell, taxes for 1848,	142 64
	25,	William Tucker, - -	10 00
April	2,	Edmonson & Henning, -	12 75
	4,	Mary E. Barney, - -	125 00
	16,	do - -	175 00
	18,	do - -	35 17
May	4,	do - -	32 72
	8,	M. E. B., per J. M. Woodhull,	100 00
	28,	Mary E. Barney, -	30 81
June	9,	do - -	319 78
	13,	James S. Kirving, -	12 00
Sept.	18,	Mrs. Barney, - -	228 52
Oct.	2,	Parker & Norris, -	65 00
	2,	Mrs. Barney, - -	202 37
	16,	do - -	175 00
Nov.	8,	do - -	118 42
	8,	A. Rothwell, paving tax, -	14 30
			$63,871 50
	12,	Mrs. Barney, per E. J. Middleton, Nov. 1, 1849, - -	68 40
			$63,939 90
		Balance in hand,	876 61
			$64,816 51

And also filed the following Answer and Exhibits to the petition for receiver as follows, to wit:

DAVID SAUNDERS,

Ats.

MARY E. BARNEY, by her next friend, MAXWELL WOODHULL,

Separate answer of David Saunders to the petition of Mary E. Barney, by her next friend, Maxwell Woodhull, &c.

This defendant admits that the original bill mentioned in said petition was filed on the 10th day of March, 1848, and saith that said

trustees were advised that the said bill was defective and insufficient, as well in matter as in form, and that the amendment thereof was essential to their further certain security, and the said trustees thereupon filed a general demurrer to the said original bill; the same was sustained by this honorable Court, with liberty to said complainant to amend the said bill; that since the filing of the said amended bill, which was on the 3d day of May, 1849, several months have elapsed, during all which time the defendant, and, as he is informed and believes, his said co-trustee, have been ready and anxious to answer said amended bill, and would have done so long ago, but for a trifling difference in the accounts of said trustees to be filed with said answers, which said matter of difference having been referred to arbitrators, the said trustees were advised that the said answers might and should await the award in said reference, which award hath just been made.

This defendant denies that he hath been at all negligent or remiss in paying over to said complainant the income from the said estate, and saith that in order to her accommodation, instead of insisting on quarterly payments to her of said income, (which several times proposed and always greatly preferred,) he hath, at great inconvenience to himself, actually paid over said income to complainant as it came to the hands of said trustees, often in very small sums at different and frequent times in the course of a single quarter.

He denies that he hath met complainant's application for said income with the reply that the same had been used in payment of trustees' commissions, excepting that on one occasion he was applied to by his said co-trustee, for a balance of compensation due him as said trustee, which he was advised he ought to allow and pay, and there being no income then in the hands of the said trustee but a sum of money, part of the principal estate to their credit in bank. He was further advised, that said balance might be properly paid out of the said money lent aforesaid, and the amount so expended be refunded the said principal estate out of the next accruing income.

He denies that in the year 1842 he contracted with a certain George Plant, to sink and construct a sewer for the benefit of property belonging to said estate, and paid for the same out of the funds of said estate, and used the same for his own benefit and advantage, without compensation to said estate, as charged in said petition, and saith that, on or about the year 1842, this defendant and John F. Callan employed the said Plant, to build and construct a sewer for the benefit of the said John F. Callan's property, this defendant's property, and the property of said estate, for which they agreed originally to pay him $565 00, and afterwards, for additional work, $85 00 more. That upon completion of said sewer, the said Plant apportioning said expense among the said interested parties, at the request of this defendant, assigned to the said estate $400 00, to this defendant $100 00, and to the said John F. Callan $150 00, and

then this defendant, to prevent the possibility of a disproportionately high charge to said estate, voluntarily paid $350 00 for said estate's share of said expense and $150 00 for his own, as particularly appears by said Plant's affidavit, filed herewith and marked Defendant S. Ex. A, and afterwards reduced the said share of said estate to $300 00, ($150 00 for each house of said estate,) which is the amount actually charged to said estate in the account heretofore, and now rendered said complainant by this defendant, and thereby increased his own share of said expense to $200 00, for one house benefitted by said sewer.

And this defendant denies that he has ever used said sewer in any other manner than he had perfect right to do, or that said estate hath ever been deprived of the least advantage it was in any way entitled to for or on account of said sewer so far as this defendant is informed and believes. While he is ready to admit and does admit that partly for the benefit of his own property aforesaid, and also with a view to the accommodation of the owners of an adjoining house, this defendant allowed him the temporary use of his branch of said sewer, but without compensation and without any stipulation for the continued and permanent use thereof.

And this defendant admits he hath had constant correspondence with said complainant since the filing of said original bill on the subject of Raphael Jones' and other debts to said estate, and saith, that although having always kept said account in said R. Jones' name, he hath generally spoken of him as continuing debtor to said estate instead of referring to and describing in every instance the actual condition of said debt, yet the complainant was well informed (long before the date of letters of the defendant on the subject of said loan exhibited with said petition) of the said actual condition of said debt, and that the said R. Jones having failed to pay interest his property had been decreed by this Court to be sold for the payment of said debt, and a trustee appointed by said decree to make said sale, who having sold said property and neglected to pay over part of the proceeds of said sale due said estate, judgment was obtained against him: and this defendant saith that since the rendition of said judgment the said trustee hath paid the interest on the balance of said Jones' debt to the present time, and that the said balance is abundantly reserved to said estate by said judgment.

This defendant admits the said trustees have charged commissions on said estate from the time they agreed to accept said trust until the filing of said original bill, since which time this defendant hath not retained any commissions or compensation as said trustee, nor the said Roger C. Weightman, more than the amount hereinbefore mentioned, and saith they were and are advised they had perfect right so to do.

Saith that true it is there were several loans made by said trustee upon personal security, which on 10th September, 1847, were addi-

tionally secured by him on the real estate of said Roger C. Weightman, which said lien was by said trustees at the time deemed ample security, and is now more than sufficient to pay the loans aforesaid remaining unpaid.

This defendant admits he informed complainant at various times that there were no funds in the hands of said trustees payable to her, when in fact there were large sums in bank to the credit of said trustees, and saith it was because said sums were part of the principal estate, which said trustees were advised could not be properly paid to her.

This defendant saith it is utterly untrue that one-third of the whole income from said estate hath been principally consumed in exorbitant commissions to said trustees, and refers to his answer in this behalf hereinbefore contained to show that he hath retained no commissions, nor his said co-trustee, but in the instance aforesaid, since the filing of said original bill, which has been nearly the whole period during which said income has been payable to complainant under the will of her said father as the said trustees were advised; and that the said complainant hath received as much of said income as said trustees were advised could with the least propriety be paid, the said trustees being at all times willing and prepared to pay over as much of said income as said complainant was entitled to under said will.

And this defendant denies expressly that the loans specified in said petition or any other loans of money belonging to said estate are in a precarious or unsatisfactory condition, and saith that they are all well and sufficiently secured: that there is not the least room for reasonable apprehension of loss of or on account of the same, and that the conduct of himself as said trustee, and as he believes of his said co-trustee, in relation to the same has been governed by stern regard to the interest of the said estate, and that they are abundantly justified by the present condition thereof.

He denies that he is insolvent, and saith there is no ground for a reasonable apprehension of breach of trust, or misfeasance on his part, or that of his said co-trustee; and that it is untrue that he is indebted to or in any way liable to said estate. He denies there is any reason to apprehend he will use said trust funds, and saith he hath abundant reason to believe no such apprehension is entertained by complainant.

Saith it is untrue that he daily or at any times, disregards the injunctions of said will, or that he fails to pay over said income to complainant, as it comes to the hands of said trustees, and repeats that he hath been ever since the filing of said original bill, at a very great and unusual trouble and inconvenience to pay over said income punctually, as it came to said trustees' hands, in small sums, and much more frequently than could under any circumstances, reasonably have been required of him.

That said trustees with respect to the loans mentioned and specified in said petition, and the continuance or collecting and reinvestment thereof, have acted fairly and cautiously, in the exercise of honest discretion, which they were and are advised they ought to do under said will.

That true it is in several cases of loans of money of said estate, interest was reserved to be paid yearly, which was also done in the fair exercise of the discretion reposed in said trustees as aforesaid, and because it was contemplated said arrangement would facilitate investments of income, (directed by by said will,) in suitable and convenient loans; but that said intermarriage investments of said trust funds have been with reservation of interest, payable quarterly, with a view to periodical payments to complainant at convenient times.

D. SAUNDERS.

DISTRICT OF COLUMBIA,
Washington County, to wit:

On this twelfth day of November, 1849, before me, the subscriber, a justice of the peace, in and for the county aforesaid, appeared David Saunders, and solemnly affirmed that the facts and circumstances set forth and contained in the foregoing answer, as of his own knowledge, are true, and that the facts stated upon the information from others, are true to the best of his knowledge and belief.

Sworn before
THOMAS C. DONN,
Justice of Peace.

DEFENDANT S., EXHIBIT A.

DISTRICT OF COLUMBIA,
Washington County, to wit:

On the second day of November, in the year eighteen hundred and forty-nine, before me the subscriber, a justice of the peace in and for said county, personally appeared George H. Plant, of Washington City, in said District, and made oath on the Holy Evangely of Almighty God, that the facts and circumstances hereinafter stated and set forth, and subscribed by him, are true, that is to say that on or about the year 1842, he the said Plant, was employed by John F. Callan and David Saunders, of said city, to build and construct a sewer for the benefit and advantage of the property of said John F. Callan, on E. street, between Sixth and Seventh streets, of said

David Saunders, also on E. street, between Sixth and Seventh streets, (one house there in course of erecting, and of the estate of Edward DeKrafft, deceased, of which said D. Saunders was acting trustee,) on Seventh street between E. and F. streets. That the original price for said sewer was contracted as aforesaid, to be $565\frac{00}{100}$, the said price was afterwards increased to $650 00, owing to the necessary extension of said sewer, (in order to connection with the main sewer on Seventh street, beyond the point first contemplated for said connection,) that upon completing of said sewers, he the said George H. Plant, was requested by said David Saunders to apportion said expense among said several parcels of property, and to assign to each, its just and proper proportional share of said entire expense. And that he the said George H. Plant, did accordingly apportion said entire expense, assigning to said John F. Callan, $150 00 thereof, to said David Saunders, $100 00, and to the said estate of the said E. DeKrafft, deceased, the sum of $400 00.

That in making his said apportionment, he, the said George H. Plant, was governed entirely by the relative expense and trouble of approach and access to the said several parcels of property, and the other considerations ordinarily governing and regulating such estimates and apportionment. That whilst the approach to said property of said John F. Callan was attended with some additional expense, and to the said property of said estate with very great additional and especial trouble and expense, making the aforesaid assignments highly reasonable and just; the approach to said D. Saunders' property was easy and convenient, almost all street work, and comparatively very shallow, and his said house being as aforesaid in course of erection, with a view to connection with said sewer, the same was effected without any of the additional and especial trouble and expense attending as aforesaid in different degrees said construction with the other two of said parcels of property. That upon acquainting said David Saunders with his said apportionment, he, the said David Saunders, and expressly with a view to the interest of said estate, proposed to pay and did in fact pay to him, the said Plant, taking his, the said Plant's receipts accordingly, $350 00 for said estate's share of said expense, and $150 00 for his the said David Saunders' share of said expense. And that the balance of said entire expense, viz: $150 00, was paid to him, said George H. Plant, by said John F. Callan, under the apportionment aforesaid.

GEORGE H. PLANT.

Signed and sworn to before me, this
second day of November, 1849.
H. NAYLOR, *J. P.*

And the said Roger C. Weightman, by J. H. Bradley, Esq., his

solicitor, files in Court here the following answer to the amended bill of the said complainant.

Weightman's Answer to Amended Bill.

The separate answer of Roger C. Weightman to the bill of complaint of Mary E. Barney, by her next friend Maxwell Woodhull.

This defendant saving and reserving to himself all and all manner of benefit and exception to the manifold errors and imperfections in the said bill of complaint contained, nevertheless for answer thereto or to so much thereof as he is advised it is material for him to answer unto, doth answer and say.

That he admits that the said Mary E. DeKrafft is the only child of Edward DeKrafft, late of the City of Washington, deceased.

That said Edward died seized and possessed of, and otherwise entitled to, divers real estate in said city of considerable yearly value, and of personal estate of large value. That the said Edward made and published his last will and testament in writing, bearing date as charged in the bill, and that Complainant's Exhbt. A. is a true copy thereof, and that he died without having revoked or annulled the same, and that the same was afterward duly admitted to probate.

That Eleanor, the wife of said Edward, survived him, as did the complainant Mary, who was eighteen years of age the 19th of August, 1848.

That said Edward DeKrafft by his said will appointed Jos. Pearson, this defendant, and David Saunders, executors thereof; that they all renounced their said office, and letters of administration, with the will annexed, were duly granted by the Orphans' Court of said county to said Eleanor, and that she renounced the bequests and devises in said bill contained to her, and elected to take her dower and distributive share; that as administratrix as aforesaid, and not otherwise, she entered into possession of the whole of the personal estate of said testator, and assumed, but not by the consent or connivance of this defendant, or of the other trustee, so far as he knows or believes, the management and control of the real estate, and received the interest, income, and dividends of the personal property, and the rents, issues, and profits of the real estate, up to the time of her decease, which was on or about the 8th day of September, 1834. And after her death letters of administration de bonis non of the personal estate of the said Edward DeKrafft, were granted to the defendant, David Saunders, who, by virtue thereof, went into possession of the remaining personal estate of said Edward, and received, as this deponent believes and has been informed, the available securities, stock, and money to the amount of $18,554 00, of which he rendered a true account, as this defendant believes, to the Orphans' Court, as by

Defendant's Exhibit B. will fully appear. That Joseph Pearson died without having accepted, or in any manner acted, under the said trusts, and that in the settlement of said account marked B. the remaining personalty, to the amount of $17,437 69, as per his co-defendant Saunders' Exhibit, No. 1, went into the possession of this defendant and his said co-trustee.

He admits the execution of the paper, exhibit No. 2, with his co-trustee's answer, and that thereafter his said co-trustee undertook the entire management and control of the said trust estate, this defendant on his part, after the death of her grandfather, accepted the control of the person of their ward, the said Mary E., and the superintendance of her education, and received her into his house and family as a daughter, and placed her in all respects, upon a footing with his own children.

The defendant denies that the said trustees neglected to collect and receive considerable sums of money due and owing to the estate of the said testator, from the said administrator, and also from a certain William Dewees, who obtained letters of administration upon the estate of the said Eleanor, and he is not now, nor has he at any time been advised of any such sums.

And further answering, he says that the said Eleanor died intestate, leaving the said Mary E., his only child, entitled to the whole estate, that the said estate was and is, ample to cover any such debt as could have been due to the said estate of her husband; that she did not expend what was admitted upon all hands to be her share of said estate; and that all she left, devolved upon her said daughter Mary E., as her sole distributee, as this defendant hath been informed and believes, so that she hath already received any and every sum which might or could have been collected in the premises, if any debt was due or demandable.

This defendant believes, and therefore admits that his co-trustee received and retained for his commissions as administrator d. b. n., the sum of $927 21, and he says the same was as he believes, allowed by competent authority, to wit: the Orphans' Court for Washington County, District of Columbia, which granted said letters of administration d. b. n., but without any concern or intervention of this defendant, as the same was prior to the taking possession of the trust estates. He believes the same to be lawful and just, but he submits that it is not a matter of charge against him.

This defendant refers to his said co-trustee's, exhibit No. 1, for the nature and amount of proceeds of the personal estate, which he believes to be correct, and he also refers to the said co-deft's. exhibit No. 5, for a true account of the total receipts and disbursements of the trust estate, which he believes to be correct, and which also shows what was the annual value of the real estate.

He states that as the active management and control of said trust

estate, was assumed by his co-trustee as aforesaid, this defendant kept no books of accounts thereof, and therefore craves leave to refer to the accounts and exhibits filed with the answer of the said co-trustee, as his own answer to all that part of the said bill of complaint which requires any answer in relation thereto.

He states that as to the said alleged loan or deposit with the said C. S. Fowler & Co., it was a deposit made of the sum mentioned in the answer of his said co-trustee, with bankers in good credit at the time, and with whom this defendant at that time kept his own private account, which was then of considerable amount.

That said deposit was made in the exercise of a fair discretion, prudently and bona fide, and that the said trustees are not responsible for the loss charged, or any part of it, by any rule of law or chancery of which he is advised.

He refers to and adopts all that part of the answer of his co-trustee which responds to the charge of conversion of the funds of the said estate by his said co-trustee.

As to the charge that this respondent, by way of loan or for maintenance, has received of the funds of said trust estate, the sum of $9,000, this respondent denies that he has received more than is set down in his account thereof, herewith exhibited, and marked R. C. W. W. Y. & Z., and prayed to be taken as part of this answer, on account of services as trustee, and for maintenance, &c., of his ward respectively; and the amount charged against him for loans in his said co-trustee's account aforesaid, amounting to about $2,000, which said loans are secured upon real estate, and the interest upon which was paid to October 1, 1848, and the interest thereon accrued since that date, is fully set off by the balance due this respondent from said estate on trustees' and guardian's account.

He claims and avers that the amount so allowed to him for maintenance of his said ward, was far from excessive; but that the same was in fact altogether below what ought to have been allowed under the circumstances. He has always considered that it ought to have been increased for the years immediately preceding her arriving at womanhood; and he prays now that the allowance may be increased, and is prepared to show by proof, that the same ought reasonably to be increased. This defendant received the said complainant, Mary, into his house on the footing of a daughter, and not in the way of traffic or as an inn-keeper.

As to the charge that the stock of the Bank of the Metropolis was improperly sold, or that the proceeds ought to be charged against said trustees, he says that the said stock never came into possession of said trustees, but was sold by the administrator d. b. n. before the said estate was turned over to said trustees.

As to the alleged charges in the securities of the said estate, he

refers to the answer and exhibits of his said co-trustee, who managed the same as aforesaid.

As to the alleged rights of the husband of the said Mary E., he submits the question to the Court upon the true construction of the will and marriage settlement.

As to the charge that an account has been refused or withheld from the said Mary E. or her said husband, he denies it peremptorily, so far as he is concerned, and he believes the charge has no foundation as to his co-trustee.

As to the charge that his co-trustee has appropriated and used the funds of said estate, he refers to the answer of said trustee, and is content to abide thereby.

As to the appointment of other trustees, or of a receiver, he says he accepted the trust because it was the wish of his deceased friend, Mr. DeKrafft, and that whilst he protests against any proceeding founded on alleged breach of trust or negligence on his part, he is content that the court shall make such order and decree in the premises as shall protect his honor and just rights, and relieve him of any further responsibility in this behalf.

And this defendant, having fully answered in the premises, prays to be hence dismissed, with his reasonable costs in this behalf, most wrongfully sustained.

CARLESLE, *Solicitor for def't.*
WALLACH, *Solicitor for def't.*

DISTRICT OF COLUMBIA, TO WIT:

On this thirteenth day of November, in the year 1849, before me, the subscriber, a justice of the peace in and for the county aforesaid, personally appeared Roger C. Weightman, and makes oath on the holy Evangels of Almighty God, that the matters and things in the aforegoing answer contained, so far as they are stated as of his own knowledge, are true; and so far as stated on information and belief, he believes them true as stated.

Sworn before
THOMAS P. DONN,
Justice of the Peace.

R. C. W., Exhibit Y.

R. C. W., EXHIBIT Y.

Dr. Trustees of the estate of Edward DeKrafft,
To R. C. Weightman, Trustee.

1848, Oct. 1st. To services as trustee from 1st Oct., '34 to 1st Oct., '48—14 years, @ $160 per annum, (being $\frac{3}{5}$ of the $400,) his co-trustee receiving $\frac{2}{5}$, or $240 per annum,	$2,240 00

Contra. Cr.

1841, Sept. 12th.	By cash, - -	$320 00			
" Dec'r 1st.	" " - -	500 00			
1843, April 5th.	" " - -	250 00			
1845, Sept. 14th.	" " passed to credit of R. H. Weightman,	530 00			
1846, April 30th.	" " " "	93 33			
1847, Sept. 10th.	" " " "	206 17			
1849, June 9th.	" " credited to R. H. W. int.,	165 10			
" " " "	" credited to R. C. W. int.,	124 68			
" " " "	" credited to note of W. Gadsby for $500, endorsed by R. C. W., - - - -	30 00			
				2,217	28
	Balance due R. C. W., Oct. 1st, 1848,			$22	72

R. C. W., Exhibit Z.

R. C. W., EXHIBIT Z.

DR. *Trustees of E. DeKraft's estate,*
To R. C. Weightman, guardian of Mary E. DeKrafft.

1837.			
Sept. 11.	To one year's allowance for maintenance and education of Mary E. DeKrafft, to date,	$400	00
1838.			
Sept. 11.	do do do do	500	00
1846.			
Dec'r 11.	To 8¼ do do do at $600 per annum, - - - -	4,950	00
		$5,850	00
1847.			
Jan'y 26.	To 1 month and 16 days do do do to date, at which time the guardianship of R. C. W. terminated, at $150 per qr.	73	13
		$5,923	13
	To balance due R. C. W., guardian, with interest from 26th Jan'y, 1847,	$73	13

Contra. CR.

1846.		
Dec. 11,	By cash received at different times in full to date, - - -	$5,850 00
1847.		
Jan. 26,	By balance due this day, -	- 73 13
		$5,923 13

NOTE.—The following items, stated in Mr. Saunders' account Ex., do not properly belong to this account, but are yet correct, as regards payments made by him, viz:—

1839.		
Mar. 16,	Two sums, $80 00 and $80 84,	$160 84

(This amount of $160 84 was receipted for to Mrs. Dewees, administratrix de bonis non of Eleanor DeKrafft, as cash, and accounted for in his guardian account with Orphans' Court.)

1839.		
Sept. 25,	United States Bank dividend,	$32 00

(This sum is charged to R. C. W., and accounted for in his guardian's account with Orphans' Court.)

1840.		
Nov. 6,	This sum for expenses of Mary E. DeK., at the Virginia Springs, - -	$528 31
1841.		
Oct. 2,	This sum for expenses of Mary E. DeK. over the Blue Ridge and back, - -	50 00

(There was subsequently another trip over the mountains for which no account has been preferred.)

And at the same time filed the following answer to the petition for receiver.

ROGER C. WEIGHTMAN,

Ats.

MARY E. BARNEY, by her next friend, MAXWELL WOODHULL.

Separate answer of Roger C. Weightman to the petition of Mary E. Barney, by her next friend, Max Woodhull.

R. C. W.'s Answer to Petition.

R. C. W.'s Answer to Petition.

This defendant admits and avers the admissions and averment made and contained in the answer of his co-defendant, David Saunders, to this petition, so far as they relate to the allegation and averments in said petition, made and contained against and relating to this defendant, jointly with his said co-defendant, David Saunders, and further answering this defendant avers and says, that so far as the allegation in said petition made and contained relate solely to his co-defendant, he, this defendant, has no knowledge thereof, and this defendant in answer to that part of said petition averring and charging that he, this defendant, has abandoned the trust to his co-trustee, this defendant refers to his answer to the original bill of complaint.

And this defendant further answering says and avers, that as to the allegation in said petition made and contained, "that a large portion of the property of this defendant, in conjunction with other debts due by said defendant, will tend to jeopardize her interest without the immediate interposition of this Court to protect her," said allegation is to him entirely unintelligible, and further answering says and avers, that the debt or liability due by him to said estate is fully and adequately secured.

CARLESLE, *Solicitor for def't.*
WALLACH, *Solicitor for def't.*

DISTRICT OF COLUMBIA,
Washington County, to wit:

On this 13th day of November, 1849, before me, the subscriber, a justice of the peace, in and for the county and district aforesaid,

3381.

personally appeared Roger C. Weightman, and made oath on the Holy Evangelists that the facts set forth and contained in the foregoing answer, so far as they are of his own knowledge, are true, and so far as they are stated from information and belief, he believes them to be true.

Sworn before
THOMAS C. DONN,
Justice of Peace.

Thereupon the complainant, by her solicitor aforesaid, file in Court here the following replication.

MARY E. BARNEY, by her next friend, MAXWELL WOODHULL,

vs.

DAVID SAUNDERS, R. C. WEIGHTMAN, and SAMUEL CHASE BARNEY.

The replication of Mary E. Barney, complainant, to the several answers of David Saunders, Roger C. Weightman, and Samuel Chase Barney, defendants.

General Replication.

This repliant saving and reserving to herself all and all manner of advantage of exception to the manifold insufficiencies of the said answers, for application thereunto saith, that she will aver and prove her said bill to be true, certain, and sufficient in law to be answered unto, and that the said answers of the said defendants are uncertain, untrue, and insufficient to be replied unto by this repliant; without this that any other matter or thing whatsoever in the said answers contained material or effectual in the law to be replied unto confessed and avoided, traversed or denied is true, all which matters and things this repliant is, and will be ready to aver and prove, as this honorable Court shall direct, and humbly prays, as in and by her said bill she hath already prayed.

ROBERT J. BRENT,
For Complainant.

Thereupon the Court made the following order:

BARNEY & WIFE
vs.
SAUNDERS & WEIGHTMAN. } Bill in Equity.

Upon the petition of the complainant, Mary E. Barney, for a receiver and injunction.

The Court upon full consideration thereof, refuse to grant the prayer of the petition, being of opinion that the facts as they now appear to the Court, are not sufficient to justify the removal of the trustees appointed by the last will of the testator, Edward DeKrafft.

The judges forbear at present, to state at large their reason for that opinion, but hereby, this 11th of March, 1850, order and direct the said trustees, David Saunders and Richard C. Weightman, forthwith to pay over to the complainant, Mary E. Barney, whatever of the income of the said estate is yet in their hands, and to pay to her quarterly, hereafter, from time to time, the income of the said estate as it may be collected or received by them, until the further order of the Court.

By order of the Court,

Test. JNO. A. SMITH,
Clerk.

Further Order of the Court.

The Court, when they ordered the trustees to pay over to Mrs. Barney "what of the income of said estate is yet in their hands," did not intend to include the one-fourth of the income which has been invested in securities, &c., as directed by the will, but the current income, and the income of the income which had been thus invested.

By order of the Court,

Test. JNO. A. SMITH,
Clerk.

28th Mar. 50.

Continued.

Thereupon, further proceedings of and upon the premises aforesaid, by consent of the parties, and by order of the Court, is continued until the fourth Monday of March next.

App.

And now to wit: the said fourth Monday of March, in the year 1850, come into Court here as well the complainant by her solicitor aforesaid, as the defendants by their solicitor aforesaid, and the said complainant by her solicitor aforesaid, files in Court here, the following petition and exhibits, to wit:

Petition by Complainant.

MARY E. BARNEY, by her next friend MAXWELL WOODHULL,

vs.

DAVID SAUNDERS and ROGER C. WEIGHTMAN, Trustees.

} In Chancery.

Your petitioner Mary E. Barney, by her next friend, Maxwell Woodhull, humbly represents unto this honorable Court, that upon the petition heretofore filed in this cause by your petitioner, praying your honors to remove the trustees in the proceedings mentioned, and to appoint a receiver to take the charge and management of the trust estate in said proceedings referred to; this honorable Court did on the 11th day of March, in the year 1850, pass an order directing the said trustees "forthwith to pay over" unto your petitioner, "whatever of the income of the said estate is yet in their hands, and to pay over to her quarterly, hereafter, from time to time, the income of the said estate as it may be collected," as appears by a copy of the said order herewith filed, marked B., No. 1.

Your petitioner further avers that on the same day on which this honorable Court passed the order aforesaid, she addressed the said trustees, a letter requesting a compliance on their part, with the terms of said order, a copy of said letter lies herewith filed, marked B., No. 2. The said trustees by letter dated 13th March, 1850, herewith filed, marked B., No. 3, replied to the request of your petitioner by saying that "the trustees beg leave to state that there is no part of the income arising from your late father's estate now in their hands;" your petitioner being well aware, from the answers and exhibits filed in said cause, that the one-fourth of the income of said trust estate directed by the will of your petitioner's late father, to be accumulated until the arrival of your petitioner to the age of eighteen years, and that portion of the income on the balance of said trust estate, had been converted into principal, and that both said accumulated and converted income, had not been paid over by said trustees unto your petitioner, addressed the said trustees another letter on the

14th March, 1850, a copy whereof is herewith filed, marked B., No. 4, calling the attention of said trustees to said accumulated and converted income, and requesting the payment thereof in compliance with the said order of this honorable Court.

To this second letter of your petitioner, the said trustees replied by letter dated 16th March, 1850, herewith filed, marked B., No. 5, saying "we are advised that we cannot pay the money you inquire after; we are further advised that the Court explained their order as referring to the accruing income."

In tender consideration of the premises, your petioner humbly prays this honorable court to direct the said trustees to comply with said order heretofore passed in this cause, by paying over to your petitioner all of the said one-fourth accumulated income, and all the income of said trust estate which has by the said trustees been converted into principal, your petitioner will ever pray, &c.

DAVIDGE & SEMMES,
JNO. A. LINTON,
R. J. BRENT,
Solicitors for Petitioner.

March 25th, 1850.

EXHIBIT B, No. 1.

For Exhibit B No. 1, see page 181, ante.

Exhibit B, No. 2.

EXHIBIT B, No. 2.

Copy. David Saunders and Roger C. Weightman, trustees, &c.

Agreeably to the order of the court given this day, you will transmit to me forthwith the income of the estate of my late father, Edward DeKrafft, during the period you have acted as trustee of the same.

As I know there is a large amount in bank to the credit of the trustees, I expect a check for the same per bearer.

I require that no time be lost by the trustees to execute the order of the court in the transmission of the whole amount, as soon as arrangements can be effected by them to carry that order into execution.

(Signed;) MARY E. BARNEY.

11th March, 1850.

Exhibit B, No. 3.

EXHIBIT B, No. 3.

Washington, 13th March, 1850.

MADAM:—

In reply to your note of the 11th instant, the trustees beg leave to state that there is no part of the income arising from your late father's estate now in their hands. They have heretofore paid the income to you as soon as it was received.

In obedience to the order of the Court, they will hereafter pay it quarterly, beginning on the first day of April next, or as soon thereafter as it shall be received, and continue to pay in July, October, &c., till the further order of the Court.

They have already informed you that the fund to which you refer as being on deposit in the Patriotic Bank, is part of the principal of the estate, and is for investment, and they had hoped the Court would have directed how it should be invested. As that was not done, they purpose now to invest it without delay, in such manner that it can be immediately recalled under any future order the court may make.

Your obedient servants,

D. SAUNDERS,
R. C. WEIGHTMAN,
Trustees.

MRS. MARY BARNEY.

Exhibit B, No. 4.

EXHIBIT B, No. 4.

Washington, March 14, 1850.

In your favor of yesterday you say, "that they (the trustees) have heretofore paid the income to you (me) as soon as it was received." I am desirous of ascertaining whether you include in the word "income," which you say has been paid over to me, the one-fourth of the income directed under my father's will to be accumulated until my arrival at the age of eighteen years, you have heretofore refused to pay over the one-fourth accumulated income, on the ground that under the will I was not entitled to receive it. My counsel construes the order of the court to embrace the accumulated as well as the accruing income, and therefore I desire you to comply with the order as understood by them. In several of your letters you allege that portions of the interest on loans have been converted into principal, particularly the interest arising on loans to R. C. Weightman and Hanson Weightman. I desire to know whether you include those also in the word "income," which you say has been paid me.

(Signed,) MARY E. BARNEY.

MESSRS. SAUNDERS & WEIGHTMAN. (Copy.)

Exhibit B, No. 5.

EXHIBIT B, No. 5.

Washington, March 16, 1850.

MADAM:—

It must be evident to you that we are desirous to do everything in our power to oblige you, consistently with the duty imposed on us by the terms of our trust. We are advised we cannot pay the money you enquire after. We are further advised that the Court explained their order as referring to the accruing income.

If there is doubt about this, it will give us pleasure to submit the question to the Court on Monday week, the first day of the term.

Your obedient serv't,

R. C. WEIGHTMAN,
D. SAUNDERS,
Trustees.

Order of Court.

Thereupon the Court made the following order:

MARY E. BARNEY, by her next friend, MAXWELL WOODHULL,

vs.

DAVID SAUNDERS and ROGER C. WEIGHTMAN, Trustees, and SAMUEL CHASE BARNEY.

In Equity.

No. 515.

DISTRICT OF COLUMBIA, for
Washington County.

It is ordered by the court, this 13th April, in the year eighteen hundred and fifty, that this cause be referred to the auditor of this court, to state an account of the trust transactions mentioned in the pleadings, and to examine such witnesses, and take such testimony respecting all the matters in issue in this cause as the parties may produce before him, and, together with his report, return to this court such testimony and the depositions of such witnesses as may be examined by him; and before proceeding to execute this order, he shall give due and reasonable notice to the parties of the time and

place of stating the account, and taking the testimony herein before mentioned.

By order of the Court,

Test, JNO. A. SMITH,
Clerk.

By consent.
JOS. H. BRADLEY for def. SAUNDERS.
CARLISLE for def. WEIGHTMAN.
DAVIDGE and SEMMES for complt.

April 13, 1850.

Continued.

Thereupon further proceedings, of and upon the premises aforesaid, between the parties aforesaid, by consent of said parties, and by order of the court, is continued until the third Monday of October next.

App.

And now, to wit, the third Monday of October, in the year eighteen hundred and fifty, come into court here, as well the complainant, by her solicitor aforesaid, as the defendants, by their solicitor aforesaid, and William Redin, Esq., the auditor to whom the said cause had been referred, makes the following report:—

Auditor's Report.

MARY E. BARNEY
vs.
WEIGHTMAN & SAUNDERS. } In Chancery.

The complainant is the daughter and only child of the late Edward De Krafft. The defendants are the trustees under his will. The suit relates to the settlement of their trust.

Mr. De Krafft, by his will, dated the 15th April, 1833, after the bequest of his types, &c., to his nephew, devised to Messrs. Pearson, Weightman & Saunders, and the survivor of them, his heirs, executors and administrators, all his real estate, and the residue of his personal estate, in trust, to permit his wife to use, occupy and enjoy the house where he dwelt, with the furniture, during her life, if she should so long continue his widow, and upon further trusts to receive the rents, profits, interest and dividends of his real and personal estates, and after paying all costs of repairs, taxes, insurance, and other necessary expenses, to pay over quarterly to his said wife, until his

daughter should attain 18 years, if his wife should so long continue his widow, three-fourths of the said rents, interest and income, for the use and support of his said wife, and the maintenance and education of his said daughter, and lay out and invest the residue of said rents, interest and income, with the annual produce thereof, from time to time, in bank or other stocks, or lay out the same at interest upon good security; and after his said daughter attained said age, pay over quarterly to his said wife, for her sole use and benefit, during her life or widowhood, one-half of the said rents, interest and income, the other half, with the annual produce of the said fourth so directed to be invested as aforesaid, to be paid over to his said daughter, for her sole and separate use and benefit. And upon the death or marriage of his said wife, whichever should first happen, to hold the said real and personal estate, with the interest, income and profits thereof, to and for the sole and separate use and benefit of his said daughter, her heirs and assigns, so that the same should not at any time be subject to the control or disposal of any husband of hers, or liable for his debts. But in case of the death of his said daughter before she attained said age, his said trustees were to continue to pay quarterly to his said wife, during her life or widowhood, three-fourths of said rents, interest and income, for her sole use, the other fourth to go to the lawful issue of his said daughter, and if none, to such persons as would be entitled thereto had he died childless, unmarried and intestate. And in case of the death of his said daughter under that age, and without such issue, then, upon the death or marriage of his said wife, to hold said real and personal estates, with the interest, increase and profits thereof, to and for the use of such persons, their heirs and assigns, as wonld have been entitled thereto had he died childless, intestate and unmarried. And he declared his will further to be, that his said trustees might, with his wife's consent, dispose of his real estate, if deemed most prudent and eligible, and invest and lay out the proceeds in other real estate, bank or other stocks, as to them might seem best; and if in real estate, it should be in some of the cities north or east of the city of Washington, the income therefrom to be applied in the same manner and to the same persons as above directed. And upon the payment of any bonds, mortgages or debts owing to him, or which might thereafter accrue to his estate, his said trustees were to lay out the moneys in bank or other stocks, or put the same out at interest upon good security, having particular regard to the safety and security of such investment. Messrs. Pearson, Weightman and Saunders were appointed executors.

Mr. DeKrafft died the 27th June, 1833, Mrs. DeKrafft renounced the provision of the will, and claimed her legal rights. The executors renounced, and letters of administration with the will annexed, were granted to her.

Mr. Pearson never acted as trustee, and Messrs. Weightman and

Saunders permitted Mrs. DeKrafft to go into possession and enjoyment of the whole estate, real and personal.

She died the 8th Octr., 1834, intestate, leaving the complainant, her only child, then about four years of age.

On the death of Mrs. DeKrafft, the trustees went into possession of the real estate, and letters of administration de bonis non were granted on the estate of Mr. DeKrafft, to D. Saunders, one of the trustees of the will. His letters are dated the 24th June, 1835.

The property acquired by Mrs. DeKrafft for her legal rights, from the estate of her husband, passed on her death to her daughter, the complainant, into the hands of her guardian.

Her first guardian was her grandfather, W. Dewees; upon his death in 1836, General Weightman, the other trustee, was appointed guardian, gave bond, assumed the charge of the complainant, and took possession of the property acquired in right of her mother. His account (B. 1,) shows the personal property to have amounted to $\$9{,}154\frac{76}{100}$; she left also, two houses and lots. That trust is no subject of controversy in this suit. It has been settled, as the counsel for both parties have agreed before me, and authorized me to state. The bill is filed against Weightman and Saunders, as *trustees of the* will, and seeks an account of the real and personal property which passed into their hands as such.

That consisted of four houses in this city, and the following securities:

N. Smith's mortgage for - - - - -	$2,500 00
W. Cooper's do - - - - -	5,000 00
R. Jones' do - - - - -	2,250 00
J. S. Clarke's do - - - - -	2,500 00
Six shares of United States Bank stock, - -	636 00
101 shares Bk. Metrpls. stock, - - -	2,525 00
Six shares of Ch. and Ohio Canal stock, - -	600 00
25 shares of M. and Rock. Turp. stock, - -	500 00
One share of Washtn. Theatre stock, - -	150 00
Cola. Steamboat stock, - - - -	200 00
	$16,861 00
Cash, - - - - - -	576 69
	$17,437 69

See the receipt of D. Saunders, as administrator de bonis non to W. Dewees, administrator of Mrs. DeKrafft, and the receipt to Mr. Saunders from the trustees, B. 2, B. 3.

The securities mentioned above were original investments made by

Mr. DeKrafft in his own name, and were unchanged at the time they were received by D. Saunders, as ad. d. b. n.

The stock of the Bank of Metropolis as received by him from the administrator of Mrs. DeKrafft, consisted of 136 shares, 35 having been sold by D. Saunders to pay his commission of $927 71, allowed by the Orphans' Court; see his account settled, B. 4.

The date of the first item in the trustees' account, is the 27th March, 1835. On the previous 23d February, they entered into an agreement by which all the active duties of the trust were to be performed by Mr. Saunders, he was to collect the income deposit in bank, to the joint credit of the trustees, and check jointly, with R. C. Weightman for the proper payments; the compensation was to be divided between them, so that Saunders should receive one per cent. more than Weightman (B. 5). They have continued to act in the trust under such agreement, until the present time.

On the 14th June, 1847, the complainant intermarried with Lieut. Barney, she attained eighteen years of age, 19th August, 1848.

The original bill was filed 10th March, 1848, which was demurred to for misjoinder of parties, and the demurrer sustained. The present bill was filed the 3d May, 1849, and alleging divers breaches of trust, seeks the removal of the trustees. An account of the real and personal estate, which came to their hands, and of the income thereof, and the appointment of a receiver pending the controversy.

The answers of the defendants were filed the 12th November, 1849, and with them two statements—one of their receipts, amounting to $66,070 99, and the other of their disbursements, amounting to $65,372 47. See B. 6, B. 7.

These accounts contain charges of an annual stipend of $400 for the trustees' services, $600 a year, except the first two years, for the maintenance and education of the complt., credits taken for loans to the trustees and their connections, out of the trust funds, of $6,000 for a house and lot conveyed by D. Saunders in trust for the complainant, in payment of his loans, and of $2,970 69 as so much lost by depositing the trust funds with Messrs. Fowler & Co.

The reference was made in this stage of the cause. The order of the 13th April, 1850, directs an account to be stated of the transactions relating to the trust mentioned in the pleadings, and the taking of such testimony respecting all matters in issue in the cause, as the parties might produce, returning the depositions, &c.

The parties and their counsel have attended the audit throughout its whole progress. The counsel agreed that the bill and answers might be considered as amended by the addition of the petition for a receiver, and the answers thereto, and that the general replication was in. Further, that R. C. Weightman approved, and adopts the deposit made by D. Saunders of the trust funds with C. S. Fowler & Co.

The depositions of witnesses herewith returned, have been taken in

the presence of the counsel of both parties. Such portions as were objected to, will be found noted on the depositions.

The books and papers described in B. 8, were called for by Mr. Linton during the investigation, and the answer thereto of Mr. Saunders (B. 9), put in. Some of the original securities have been changed, others paid off in part, and others remain.

The securities exhibited to the auditor by the trustees and now in their hands, were the following, viz:

Jos. S. Clarke's deed of trust for balance of original loan.
R. Jones' balance, judgment therefor, against Middleton, trustee.
Ten shares U. S. Bank stock.
Twenty shares of M. and Rock. Turnp. stock.
One share of Theatre stock.
One hundred and one shares of Bank Metr. stock.
J. W. DeKrafft's deed of trust and bond.
J. Farrar's deed of trust and note.
R. C. Weightman's deed of trust.
W. Gadsby's note, filed in Weightman and Gadsby, and by R. C. Weightman.
R. S. Coxe's note, endorsed by R. C. Weightman.
J. R. Douglass' bond or single bill, dated 17th Sept., 1845, payable 17th Sept., 1849, to D. Saunders. No deed or mortgage has been produced.

No certificate of the Steamboat stock was produced. Nor any deed or mortgage for the loan to R. H. Weightman.

After a careful examination of the whole of the trust transactions, the results at which I have arrived, are that the annual average income of the estate during the fifteen years' duration of the trust, has been $3,047, and the average annual expenditure, including the complainant's maintenance, &c., $2,065, that the aggregate nett income for the fifteen years, amounts to $14,730, one-fourth of which is $3,682, and that the new investments by the trustees beyond the original capital, assuming them all to be good, amount to $8,397 64; that the trustees stand charged with a balance of $19,908 32, to meet which, they have new securities in their hands not passed to their credit for the reasons hereafter stated, amounting to $13,750 69, and if those he realized, a final balance will remain against them of $6,157 83, as of the 24th Apl. last, to which day this account is made up.

The details of these results are shown in the account herewith returned, at page 41, W. R., and the gain or increase of the estate upon the original securities during the trust, if all the new securities be realized, and the final balance paid, is shown in A 1, at p. 61 of this report.

W. R. presents the auditor's view, p. 41.

J. A. L. presents the complainant's view, and is made on the call of her counsel.

J. H. B. has been made on the requisition of defendant's counsel, p. 63–67.

W. REDIN,
19th Octr., 1850. *Audr.*

So far the report proper: The principles upon which the account should be stated, not having been settled previous to the reference, the auditor, before arriving at the above results, had the advantage of a very searching and extended examination and discussion of the case by the counsel of both parties.. It has been under examination and consideration off and on from May to October. In that, as well as the nicety and importance of some of the questions, and the desire that his rulings for or against either party may not be misunderstood, must be found his apology for departing in this instance from the ordinary and proper duty of an auditor, viz., the mere statement of figures and results.

What follows was written to satisfy his own mind as to his conclusions in a case of much feeling and excitement on the part of all concerned. It has, with the draft of the report, been perused by the counsel of both parties, and it is at their request that it is filed with the report.

The objections and requisitions made on the part of the complainant are embodied in the paper B 10, presented by Mr. Linton, p. 71.

Condensed they are: 1st. That D. Saunders, as administrator d. b. n., was entitled to no commission. 2d. Nor are the trustees. 3d. Nor are they to any credit for the sums paid for the maintenance and education of the complainant, or, if to anything, not to the amount charged. 4th. That the loans to themselves and their connections could not be passed to their credit. 5th. The conveyance of the house and lot by D. Saunders in payment of his loans is repudiated, and certain supposed gains from the employment of those loans claimed. 6th. Also contain usurious interest received on a loan of the trust funds to W. Gadsby. 7th. That six month's rests should be made in their accounts, and interest charged on the balances, and compounded every six months. And 8. That the trustees be charged with the Fowler deposit and loss.

1. As to the commission allowed to D. Saunders as administrator de bonis non.

The facts: Mrs. DeKrafft became administrator of her husband, and died 8 Oct., 1834. D. Saunders became administrator d. b. n., 24 June, 1835. W. Dewees was administrator of Mrs. DeKrafft. From him, as such, D. Saunders received the assets, at p. 4, on the 29 Septr., '35, (B 2,) (being original investments made by Mr.

DeKrafft, and then standing in his name,) and settled his first and final account, the 19 April, 1836, (B 4,) in which he was allowed on such assets 5 per cent. commissn. The trustees, Weightman and Saunders, received said assets from D. Saunders the 21 April, '36, (Receipt B 3,) less 35 shares of stock of the Bank of Metropolis, sold by him to pay $927 71, the commission allowed him in B 4, as administrator d. b. non. W. Dewees, as administrator of Mrs. DeKrafft, settled his account 26th June, '38, (B 12,) and died. Eleanor Dewees became administrator d. b. n. of Mrs. DeKrafft, and and settled her account 7th Nov., 1838, (B 13.) B 14 is the first and final account of Mrs. DeKrafft. In the order of the Orphans' Court, at the foot of the account, it is stated that it had been presented by her to the Orphans' Court in her life-time, but that she died before making oath to it. The caption styles it "The first and final account of Eleanor DeKrafft, admr, with the will annexed of Edw. DeKrafft," and states that "it was settled with the Orphans' Court by Eleanor Dewees, the administrator d. b. n. of said Eleanor DeKrafft." The date of the order directing it to be received and recorded is the 24th March, 1846. In that account a commission of 7½ per cent. was claimed by said Eleanor Dewees "for said admix." and is entered among the allowances to her credit.

The allowance was on $32,460 82, the nett amount of assetts of Edward De Krafft, the allowance to D. Saunders was on $18,554 20. The several accounts and receipts show the assetts composing the latter sum to have been part of those included in the former, so that 7½ per cent. has been allowed to the administrator in said account, and 5 per cent. to the administrator d. b. n., on the same assets of the testator.

The account of D. Saunders, as administrator d. b. n., (B. 4,) was settled on the 19th April, 1836, and shows that besides the securities he has received in cash $817 70 for rents and moneys due from the administrator of Mrs. De Krafft, out of which he had paid claims against Mr. De Krafft's estate amounting to $188 80, leaving a balance of $628 90 in his hands in cash. On the 21st of the same month, of April, the securities were transferred to the trustees, 35 shares of the bank stock having been previously sold by D. Saunders to pay his commission, with the transfer of the securities Saunders paid $576 06 in cash to the trustees Weightman and Saunders, as appears by their rect (B. 3,) leaving $42 21 cash in his hands.

The account of the trustees as filed by them, shows that on the 21st April, 1836, they had received on account of the estate, in rents, interest and dividends, and charged themselves with $2,009 10, to which must be added the $576 69 cash received from Saunders, and now charged to the trustees on this audit, $2,585 79, and J. Clarke's mortgages, and the bank stocks, included in the list and receipts above. The trustees account also shows, that at that date (April, '36,) they had disbursed $2,278 80 exclusive of all comns, $2,470 96 in-

cluding the trustees comn on the income, as allowed on this audit, $3,343 80 adding their comn on the personal estate, and $4,271 51 with the admr d. b. non's commission.

The objections are, that D. Saunders was entitled to no commission as admr de bonis non, that the limit of 10 per cent. by the act of '98, could not be exceeded on the same assetts, in the same estate, that it was the duty of the trustees to have interposed and prevented its allowance, and that there were funds sufficient in the trustees or admr's hands to have paid it without selling the bank stock.

The allowance has been made by the Orphans' Court, add if not conclusive (Gwinn vs. Dorsey, 4 Gill. & Jo. 460?) should it be disturbed?

Was the admr. de bonis non in this case entitled to any commission? Admr d. b. n. was necessary, the assetts being the assetts of the testator—investments made and still remaining in his name unchanged, unadministered and unconverted by his admix. It is the right of the admr d. b. n. under the 2d sect. of the act of '98, sub. c. 14, to take the assetts of the testator which remain in specie and have not been converted into money. They do not pass to the admr of the first admr. Had these mortgages and stocks been collected and changed by the admix., she would have been chargable with the sum received, which or any securities in which the same might have been invested by her would pass to her admr for distribution among the creditors or next of kin of the testator, and not to the admr d. b. n. Hagthorpe vs. Hook, 1 Gill. & Jo. 275. Sibley vs. Williams, 3 Gill. & Jo. 52. Hagthorpe vs. Neale, 7 Gill. & Jo. 13. The Maryland act of 1820, c. 174, was passed to enable the admr d. b. n. to take the new securities into which the origl. assetts might have been changed by the first admr, but not the uncollected and unconverted assetts of the testator; the right of the admr d. b. n. to take such assetts was perfect before the act of 1820. The trustees of the will, it is thought, could not take these mortgages and stocks or acquire title to them except through an admr d. b. n. The legal title seems suspended until the granting of letters. 1 Gill. & Jo. 275. 8 Gill. & Jo. 226, Alexr. Stewart. That being necessary, the right to some comn must attach, or no one would assume the trust, the assetts might go uncollected, and the estate unsettled.

Next, as to the limit. Is there a case in which the maximum of 10 per cent. (98 c. 101, sub. c. 10, § 2, not under 5 per cent. nor exceeding 10,) has been exceeded in a case of successive *admrs?* Wilson vs. Wilson, 3 Gill. & Jo. 20, was the case of a collector ad colligendum and of admrs. To the former was allowed 3 per cent. and to the latter 7½ per cent. on the same assetts. It was sustained by the Court of Appeals on the ground that the duties were

distinct and independent, and the allowances for different services. It was upon that ground that the Court went in allowing commission to the trustees in the Foxall case upon the personal estate. But there the maximum was not exceeded by the aggregate to Exrs. and Trustees, each having been allowed but 5 per cent. There is no doubt in this case that the allowance to admrx. and to admr. d. b. n. was upon the same assets of the Testator. It was not 7½ per cent. to the admrx. on *so much* of the assetts as she had administered, but upon the *whole* nett amount, and the allowance to the admor. d. b. n. was upon *a part* of such whole. Can the case of admr. and admr. d. b. n. be deemed within the reason of the rule as to collector and admr.—distinct and independent duties, and different services? If so, Wilson vs. Wilson is an authority that on the same assetts the Court may exceed the maximum of the statute.

But the order of the Orphans' Court directing the account of Mrs. De Krafft's administration of the estate of her husband to be received and recorded, was made in 1846. At that date would it not have been competent for the Orphans' Court, with the proper parties before it, to have graduated or reduced the commissions? If it is considered that the rate to the admix was fixed in her lifetime, the error may have been in the Courts allowing nearly full commissions before the whole estate was finally settled. But if in '46 it was open, the Orphans' Court, with the representatives of the deceased admix. and the admr d. b. n. before it, might have graduated and apportioned the commissions between them (McPherson vs. Israel, 5 Gill. & Jo. 63); and according to that case have diminished the commission of the admx. below five per cent., the minimum of the state applying only where the admon. is full and complete. The Orphans' Court might have thought a just apportionment of the maximum half to each. Mrs. Barney, the complt., is the sole distributee of her mother, the deceased admrx. She, the beneficial owner of her mother's estate, is seeking in this suit in equity a disallowance or apportionment of the commissions to the admr. d. b. n. Cannot the Court, with such parties before it, do what the Orphans' Court might, were proper parties in that Court, graduate and apportion the commissions among them, according to what may be deemed the just rule in a case of deceased admix. and of admr. de bonis non? The admor's commission is understood to be due at the time of the final settlement, and it is believed not to be unusual to take it out of the capital or assets. Discarding all commissions, the trustees on the 21st April, 1836, had paid $2,278.80 on account of the estate, and they and the admr. d. b. n. had in hand at that date, $2,629. How the account stood, allowing commissions, has been stated.

The order of the Orphans' Court, made on the final settlement of the admr. d. b. n., allowing his commission, was thought to be

equivalent to an order to dispose, if necessary, of a sufficient portion of the assets to pay himself before transferring them to the trustees for distribution or investment under the will. On the 19th April, '36, when he made his final settlement, he had $628.90 cash in his hands, $576.69 of which on the 21st of the month he transferred to the trustees, B, 3.

It is thought that the allowance of this commission, as made by the Orphans' Court, should not be disturbed, nor the trustees nor D. Saunders charged with it.

II. The next objection is to the stipend or salary of $400 a year to the trustees for their services.

It is urged that they are not entitled to any compensation in consequence of their in managing the trust, or not in this form, or not so much.

The trustees state in their answers, that they adopted this mode and amount after consultation, and that it is inadequate. The only testimony taken upon this subject will be found at p. 125.

It is believed, there is no instance or case in which a salary has been allowed to a trustee except under an agreement or a direction in a will. The usual mode in Maryland and here is a per centage. The claim for compensation in this case is rejected in the form in which it is presented, as an annual stipend.

This question of the rate of commissions was very much considered by the Court in the Foxall case. It has been previously settled in Calvert's here, as it had been in Maryland in Ringgold's case, and several others, that commissions are payable in all cases of trust, conventional or otherwise. In Foxall's case, very similar to the present, the auditor allowed the trustees a commission of five per cent. upon the income of the estate, and, in addition, the expenses incurred by the trustees in employing agents to make the collections, which amounted to near five per cent. more—in all, about ten. The Court affirmed those allowances, remarking, in the opinion delivered, that ten per cent. on the income was not too much for the labour and responsibility of such a trust.

A further commission of 5 per cent was claimed in that case by the trustees, on the inventory of the personal estate, which the Auditor disallowed, because that amount had been allowed by the Orphans' Court to the executors, four of whom were the same persons as the four trustees, and the duty of the executors there, as here, was merely to transfer the assets to the trustees to hold upon the trusts of the will. But the Court adopted the reason for the decision given by the Court of Appeals, in Wilson *v.* Wilson, in the case of collector and admr., and held the duties of the trustees and exrs. in relation to the same assets, to be distinct and independent, and over-

ruled that part of the report, and directed 5 per cent to be allowed to the trustees, on the inventory.

The counsel for the trustees in this case claimed the annual stipend, or if that should not be allowed, the same commission on income and inventory that was allowed by the Court in Foxall's case.

The cases appear to be alike. Mr. Saunders is the admr., and also one of the trustees. The property is the same. The income, as in Foxall's case, is derived from rents, dividends, and interest monies, and the object here, as there, is investment and accumulation. In Foxall's, there was no direct charge of breach of trust against the trustees, but it was implied in the charges made; he was charged with owing a debt to the trust estate, the payment of which he sought to evade with having transferred portions of the stock belonging to the estate; and with having kept some of the funds unemployed. The breaches of trust urged here, as proved, are: that the trustees borrowed the trust funds themselves, made deposits improperly and in an unsafe place, and loans upon personal security in some instances, and at usurious interest on others. The act of '87, c. 30, s. 5, seems to limit the power of the chancellor as to commns. to trustees on sales made under a decree for payment of debts to 7½ per cent.; 1 Bland, 145. But in Diffenderfer *vs.* Winder, 2 Bland, 208, a case of gross misconduct on the part of the trustee—the chancellor exceeded that limit, and allowed ten per cent. The Court of Appeals (3 Gill. & Jo., 348) under the circumstances of that case, reduced it to five, which they term "half commissions," and compounded the interest upon the trustee, but held that compounding the interest was no reason for withholding his commissions.

In Ringgold's case (3 H. & G., 11) nearly the whole of the assets were appropriated to the trustees own use, and compound interest was given, but commissions were allowed it is believed at 5 per cent. The Foxall trustees never claimed commiss'ns till the filing of their answers, here it has been claimed and is entered in the trustees' accounts since 1837 as an annual stipend, the aggregate of which amounts to 6 or $700 more than the per centage now allowed.

The maximum on the value of the personal property was not exceeded in the allowances to ex'rs and trustees in the Foxall case; here it would be, if the allowance to the dec'd admix. is to be reck'ned.

It is deemed right to note and state these distinctions; whether they require a different decision is submitted to the Court. I consider myself bound by Foxall's case, and in obedience to the rule as there established make the same allowance, namely, 5 per cent. on the inventory of the personal property which came to the trustees hands, and 10 per cent. on the income of the estate to be credited annually.

But feeling some doubt as to the extent to which the allowance of commissions may go, and the bearing of the act of '87 upon the subject, and as it has been very earnestly pressed upon me that the allowances

in this case are too large, and these questions are constantly occurring, I have deemed it my duty to bring the subject again, as I do respectfully, to the Court.

III. The next items objected to are the payments made by the Trustees to R. C. Weightman as Guardian of the compl't.

She was left an orphan when about 4 years of age, with a large estate derived from both parents. Her first Guardian was her natural Grandfather. He was allowed $400 a year by the Orphans' Court, for maintenance, which was paid by the Trustees. See his receipts among the vouchers Nos. 34, 36. On his death, Gen'l Weightman was appointed her guardian, by the Orphans' Court. Miss DeKrafft went into his family, and was brought up there from about the age of 6 to 16. She had her own servant. No sum was fixed during Mr. Weightman's guardianship by the Orphans' Court for maintenance and education, but he drew half-yearly upon the Trustees, out of the income of the estate in their hands, such sums as were deemed proper for such purposes. For the first year he received $400, for the second $500, and from that time, when she was about 8 years of age, until 16 $600 a year. These sums covered the expense of board, washing, lodging, tuition, clothes, spending money, &c. The expense of two journeys taken for the improvement of her health, was charged separately. So was medical attendance and the servant's board, as appears from copies of the Guardian's accounts filed by the complainant, B 1, B 15—B 18. These accounts also show that personal property to the amount of $9000 and upwards and two houses came under the Guardian's charge from the estate of the compl't's mother; that he has debited himself from time to time with income therefrom, but not for the sums he received from the Trustees, nor has he made any charge in such accounts for the maintenance and education of the ward. Much testimony has been taken on this subject, which will be found at pp.

The accounts of other guardians in the cases of other wards, settled in the Orphan's Court, were produced on the part of the complainant, and received under objection, to show the rate of allowance in that Court. If admissible, it will be found at pp. above. The guardianship trust of Mr. Weightman has been settled, as was admitted before me by the council of both parties.

It was objected that the trustees ought not to have made these payments to General Weightman, because the income from the property which came to his hands from the mother's estate, was sufficient for the ward's maintainance and education, but that if justified in paying anything, it could only be such sum as should be fixed by an order of the Court, or at most only so much as was necessary, and that $600 a year was extravagant.

It appeared to the auditor, that the question whether $600 was too large an allowance, did not arise in the cause that the guardian

had the right to receive the income of his ward's estate; in this case, three-fourths at least, that the sums paid to him did not annually exceed that limit, and therefore all sums paid to him as guardian by the trustees, out of the income of the estate for which his receipt as such were produced, have been allowed.

The correctness of this view may depend upon the true construction of the will.

Mrs. DeKrafft died before her daughter attained 18 years of age. Dropping therefore all those parts of the will which relate to her, it would stand thus: The testator gives all his estates to trustees in trust, to receive the income, and after paying taxes, repairs and other expenses, to hold said estates and the income thereof, for the sole and separate use and benefit of his daughter, her heirs and assigns, exclusive of any husband she might marry, and if she died before 18, without issue for such persons as would have been entitled to the same, had he died unmarried and intestate.

When would this trust terminate, at 18 or 21? What was the nature of the daughter's estate? Was it absolute? The expression in the will is, "to hold to her, *her heirs and assigns.*" If sui juris, could she not immediately, on the death of her mother, have called for the surrender of the whole estate, and disposed of it as she pleased? And if such would have been her power and right free from disability, is not her guardian during her minority, in her place with the right of collecting the income of her estate, or at least three-fourths thereof, and disbursing or investing it under the directions and supervision of the Orphans' Court. The trustees are not constituted her Guardians by the will. There is no express trust in the will, as to investing any portion of the income for accumulation, except the one-fourth.

It was not thought, that the clause requiring the Estate to be held for the sole and separate use of the daughter, free from the liabilities of any husband, necessarily interfered with the Guardian's legal right to receive the income during minority. The question so much doubted and discussed since Massey & Parker, (2d Mylne & K., 174,) (Lewin on trusts, 151, 165,) whether such a clause was not void as inconsistent with the absolute Estate given, seems now to be settled, (Tullett v. Armstrong, 4 Mylne & Craig, 377, 390; Scarborough vs. Borman, ib. 379; 2d Story's Equity S., 1384 and n. 2,) in favor of the restriction, and of the preservation of the property for the wife and against the husband and his creditors. On the marriage of the daughter, her exclusive right to any surplus income which might have accrued during her minority, would be capable of being equally protected in Equity against the husband and his creditors, whether it remained with the Trustees or were in the custody and keeping of him who had been her Guardian. The husband's right would be no greater against it in the Guardian's than in the Trustee's hands: in

Equity, the wife's right to call for a settlement of such surplus income to her separate use, would be the same in either case.

And so as to those who are entitled to take under the will upon the contingency of the daughter's death under 18, unmarried. Whether the surplus income were in the hands of the Guardian or Trustees, their rights would be the same.

The will contains no express direction to the Trustees to make any payments to the Guardian, but one of the leading purposes of the Testator was to provide for the maintenance and education of his daughter. Where a will directs payments to be made to a guardian, there is a legal hand to receive, and the Trustees may pay without an order of Court, (2 Wms. Exrs. 1206, Hill on Trustees, 398.) Our statute which authorises a Guardian to collect the income of his ward, was thought to be equivalent to a testamentary direction: it creates a lawful and competent hand to receive. But if an order was necessary and the Court upon application would have made it, they will now approve what they would have directed. Lewin on tr. 413, 414.

There is no propriety in this view. Trustees give no security, the Guardian does.

The settlement by Genl. Weightman with his ward it was supposed would present no impediment to his being called upon in the Orphans' Court to account for these sums, or in the Circuit Court on a bill framed for the purpose.

The review taken of the will as to the daughter's interests is, that it gives Mrs. Barney an absolute interest in the Estates, that she can require a settlement, that during her minority her Guardian was entitled to receive at least three-fourths of the nett income from the Trustees until her marriage, and though the trust expressed as to investment relates to the fourth of the income only, yet that the general duty of the Trustees required them to invest all the income of the Estate which the Guardian did not receive but left in their hands.

This view of the nature of Mrs. Barney's Estate accords with that stated in the Bill. The Bill claims that the husband of the complainant is entitled to three-fourths of the whole income of the Estate, during her minority, from the death of her mother to her marriage, and puts it upon the ground "in right of his wife." And upon this audit it has been urged on the part of the complt. that the Court had decided the question of right to such income against the claim set up in the Bill, and therefore indirectly against the right of the Guardian to receive any part thereof during the complts. minority, but the order of the 11th March last, and the explanation of the 28th, are not so understood. Two applications were before the Court, one for the appointment of a Receiver, and the other for the income of the Estate. The Court refused to appoint a receiver, but Mrs. Barney, having attained 18, ordered the future income to be paid to her, which might very well be done, and the question left open for final hearing (with

all the others in the cause,) in what manner and to whom that portion of the income which accrued from the mother's death to the daughters attaining 18, belonged and was liable to be disposed of during her minority? The question appears to be open, otherwise it would not of course be for consideration here.

If the view suggested in the preceeding remarks be correct it is unnecessary to pass upon the question whether $600 a year was too much for the maintenance and education of the complt. If the guardian was entitled to receive from the trustees, his receipt will acquit them (Hill 398,) and the disbursement of the sums received would be with him and upon his responsibility under the direction of the Orphans' Court. His accounts are not for settlement on this audit, as he is no party to the suit in his character of Guardian.

Entertaining this view, all the sums paid to him in that character for which receipts have been produced have been passed to the credit of the Trustees. The annual income of the Estate has not been exceeded, but has been sufficient to meet the expenditure, leaving one-fourth of the nett amount and more for investment and accumulation.

If, however, the Court should think this question of reasonable allowance open as to these Trustees in this cause, the will find the Evidence bearing upon the subject at pp.

IV. The next question arises upon the loans and investments made by the Trustees.

Their accounts show loans to themselves, their relatives and others, which in the account filed with the answers are entered to the Trustees' credit, and the effect of which if allowed will be to leave the repayment to depend upon the securities and the debtors, and to discharge the responsibility of the Trustees as such.

The loans made to other persons, upon security according to the directions of the will, have been passed to the credit of the trustees. Such is intimated in 4 Jo. C. R. 284, to be the proper course. This applies to the loans to H. DeKrafft, J. W. DeKrafft, Long & Farrar.

But loans to the Trustees, or to their relatives, or for which either of the Trustees is surety, it is thought should not be passed to their credit. The general rule is, that Trustees shall not use the trust funds, and that the cestui que trust shall have the benefit of the unbiased judgment of the Trustee in performing the duties of the trust. Loans to himself would come within the rule against using the trust funds, and loans to relatives, or to others for whom the trustee has become surety, might lull his watchfulness. Therefore it is thought the trustees in this case should not be relieved as such from responsibility for which loans, how amply soever secured, until paid, or unless the cestui que trust consents to receive the securities; of which, if not received by the cestui que trust, the Trustees as such

should continue guaranters. This remark applies to the loans to Mr. Saunders, to Genl. Weightman, his son R. H. Weightman, and to Messrs. Gadsby, Coxe and Douglass. The evidence of the Douglass loan is the single Bill of Judge Douglass to D. Saunders in his individual name, and for the loans to Messrs. Gadsby & Coxe, R. C. Weightman, one of the Trustees, is endorser on their notes. Testimony has been taken to show the value of the securities for some of these debts, which will be found at pp.

But if the rule above be correct as a general one, it is unnecessary to go into that inquiry.

In the account W. Rp. the trustees stand charged with these loans, the securities (to the benefit of which it is supposed the cestui que trust will be entitled) are noted, but not carried to the credit of the Trustees, and the interest on all of them is entered to their debit annually.

In regard to Mr. Saunders' loans thus continued, a more particular explanation seems necessary.

It appears that, at the time of the first loan for $3,225, he purchased for $3,300 a house and lot of L. Coyle; that in 1842 he sold such house and part of the lot to R. C. Weightman, Trustee for Miss Scott, for $3,600, and conveyed the same in '45, reserving about 20 feet front, and the brick stable and carriage house; that in 1842 he made a further loan of $3,000 from the estate, and with it and the purchase money erected the house, now standing on the residue of the lot. After the complts marriage, this property was conveyed by Mr. Saunders to Mr. Rogers, a friend of the complts, in trust for her separate use. The price agreed on was $6,300, and the property was to be taken in payment of his loans, on which somewhat less than that sum was then supposed to be owing. The negotiation was through Mr. Rogers, B. 21, B. 22, among the rejected vouchers.

Dissatisfaction with this settlement is expressed in the Bill, and the agreement has been distinctly repudiated on this audit on the part of the complt. It is insisted that the $6,000 shall not be credited to the Trustees, and Mrs. Barney being under age at the time, it is supposed to be her right to object (Hill, 398). The claim, as now presented on her part, is for all gains made by the use of these loans or trust funds. The gains are stated to be $300, the difference between the price Mr. Saunders paid for the whole property, and the sum received for the portion resold, and in addition the value of the lot, stable, and carriage house, stated at $1,500 or $1,800. Testimony has been taken on both sides as to the cost of erecting the House and its value, which will be found at pp.

I see not how it can be known, that there is any given gain on the whole transaction, including the expense of building the House, until it is resold, nor how any account can now be stated upon the claim as made. It seems to me the contract must either be taken as a whole,

or rejected as a whole. I have considered it well, and have continued the liability of the trustees for both loans, and charged up the interest thereon to the last annual day of payment; the property will belong to Mr. Saunders, burthened, it is supposed, with the debts, and Mr. Barney will be chargeable with a fair rent during the time he has occupied the premises. These matters cannot be settled upon this audit upon the proof as it now stands. But under the dissatisfaction and repudiation expressed, the above appeared to me to be the simplest mode of adjusting them. The loans and securities above mentioned are not passed to the credit of the Trustees.

The debts of Mr. Saunders for principal on these loans are $6,225, secured by the house and lot.

And of Mr. Weightman, $2078.07, secured with Gadsby's debt of $500 upon 8 shares of stock in the National Hotel; and both collaterally secured, with the balance on this report, by the individual responsibility of the Trustees.

V. The usurious interest received on the Gadsby loan.

The proof is, that the moneys loaned were part of the trust funds —that on all moneys borrowed by Mr. Gadsby he paid one per cent. a month for 12 or 15 months—that such rate was discontinued, and afterwards legal interest only paid. Mr. Gadsby is unable to state whether the payment was on $500 or $1000. See his dep.'n, pp.

The Trustees account shows a loan of $500 in May, 1841, a similar loan in Feby, 1842, and $100 in May, '43, and that no part of the principal was repaid till May, '45. I assume the time at 12 months, the principal at $1100, and the illegal gain at $66.

This is claimed on the ground that the complt., as cestui que trust, is entitled to all gains arising from the employment of the trust funds.

To allow it would be to permit, as it appeared to me, the cestui que trust to participate, through the aid of the Court, in unlawful gains. The case of Adye vs. Feuillbleau, 1 Cox, 60, cited in support of the position that the cestui que trust shall take any gain, turned upon the Justices having invested the trust funds upon personal security. It was West India loan, the interest 8 per cent, but no question arose as to the right of the cestui que trust to such gain: the debt had been lost by the negligence of the Trustee, and in setling his account the master refused to give him credit for it. As a general rule, it it believed, courts afford no assistance to a party who has violated or seeks to violate the law, directly or indirectly, or to profit thereby. Story on cont. s. 485–6. And in Mountjoy vs. Lasilbrook, 2 B. Mon. 261, the court refused to charge a trustee at the instance of the cestui que trust with 12 per cent., at which rate it was proved he could have loaned the trust funds, or to take them out of his hands, in order that the cestui que trust might invest them at

that rate. The time rule, it is thought, on this subject is, that the cestui que trust shall have all *lawful* gains which the Trustee may realize from the trust funds.

Such gains are given in this case. The trustees are virtually charged with the debt, by the refusal to pass it to their credit, because made on personal security, and by entering up the interest annually it is in effect compounded upon them.

The cestui que trust is freed from the risk of non-payment by Gadsby, and the responsibility is cast upon the trustees; still doubt is felt in refusing to charge the illegal gain to the trustees, since immunity from accountability for such gains might act as an inducement to trustees to speculate with the trust funds and to put them in peril. And the personal liability of the trustee, or his removal even, especially in a private trust, might afford no security for the forthcoming of the funds. I must, however, pass upon the claim one way or other. Perhaps all that can be done is to refuse to credit the loan, as was done in 1 Cox, 60, and to charge the Trustees with the debt and interest, which has been done. The claim is rejected.

VI. As to rests in the trustees' accounts, and interest on the balances—

The Trustees have presented an entire account (B 6, B 7), striking the balance at its close. The complt claims rests, and to have them made every six months.

I have stated the account with annual rests.

The first enquiry was, whether it was a case for rests at all, and next, the rule as to interest.

Rests have been directed where it was the duty of the Trustees to invest for accumulation or safety, and it was neglected; or where the funds had been used.

In the explanations made to the auditor in behalf of the trustees, it was understood to be admitted to be their duty to keep the original securities invested, but denied as to the surplus income, except the one-fourth. The investment of that and of the original funds was admitted to be a specific duty. But in regard to the residue of the income, it was stated to be the right of the Guardian to receive it, and the duty of the Trustees to hold it, awaiting his call. In that part of this report, p. , relating to the drafts of the Guardian upon the income for the maintenance of the ward, the view has been stated, that the Guardian was entitled to receive the surplus income except the fourth, and that as to any residue left by him in the trustees hands, they must be considered bound to invest it either for accumulation or safety.

That is supposed to be a part of their general ordinary duty, without specific directions. It is so put by Chr. Jones, in De Peyster v. Clarkson, 2 Wend., 87. That was the case of a will without any

directions to the trustees and Executors as to investment. He says: "It is the duty of trustees and Guardians to keep the monies belonging to the trust estate properly invested.

"Circumstances may justify a deviation from that duty, and those "circumstances may be so strong as to require the trustee in the exercise of sound discretion to refrain from making investments; but "those circumstances rarely occur, and when they do, the Trustee is "bound to state them to the court as the reasons for his otherwise "culpable neglect. *Ordinarily*, the duty of the Trustee must predominate, and he is bound, within a reasonable time to be allowed "him for the purpose, to see that the moneys which came to his "hands in the course of his agency, are securely and beneficially "invested for the benefit of those for whom he acts, and if that duty "be neglected, he must be made chargeable with the interest of the "unemployed funds, unless satisfactory cause be shown for the omission to invest them." So in Hill on Trustees, 376, 5 Rawl. Rep., 331. The case in Wendall, related to the investment of annual balances. The express direction in this will as to investment, is limited to the *one-fourth* of the nett income. But the latter clause, under the expression "upon the payment of any bonds, mortgages or debts owing to him, or *which might thereafter accrue to his Estate*," would seem to imply, that other investments were to be made by the Trustees, beside those arising from the original loans paid in,—the chief subject of the clause, and the Trustees appear to have given this as their explanation of the will and of their duty: they have made investments of the surplus income, from time to time, greater in amount than one-fourth thereof.

The annual balances in this trust, according to the statement of the Trustees account, as now made by the auditor, will appear in Sch. W. R. Except the 1st, 2d, 4th and 5th years, the annual income was more than sufficient upon that statement, to meet the disbursements, leaving a surplus and allowing $500 to remain idle to meet casualties. The new loans made by the Trustees, were made out of the old ones paid in, and portions of such surplus. It is thought to be a case for rests, to ascertain the amount of the balances at the period of rest, and the length of time such balances were uninvested and remained idle.

What should be the period, six or twelve months?

In Raphael v. Bocht, 11 Vez., 92, six months were allowed; so in Ringgold's case, 1 H. & G., 11; so in Harland's case, 5 Rawle R., 323. In all these cases the sums were received in large amounts. In Schéffilin v. Stewart, 1st Jo. C. R., 620, a case of Trustee and Guardian, twelve months were allowed. So in Fay Howe, 1 Pick, 527, and so in Diffenderfer v. Winder, 3 G. & Jo., 311.

In the present case the balances arose from income derived from dividends on small amounts of stock, and from rents and interest of

mortgages due at different periods of the year, and irregularly paid, and in sums comparatively small. The disbursements are much in detail. Twelve months, under such circumstances, would seem to be a more convenient and just period than six. Under our statute of '98, Guardians account once a year with the Orphans Court, and invest any surplus income under its direction.

That analogy has been adopted in this case, and the account is stated upon a twelve month's rest, and the balance ascertained at the end of each year.

Then, the rule as to interest, compound interest on these annual balances is claimed by the complt, but is not given.

The decisions as to compounding interest on Trustees, have not been uniform; each case is put very much upon its own circumstances. But the result seems to be that, where the duty to invest for accumulation is clear, and has been grossly and wilfully neglected, or where the funds have been used by the Trustees in their business, and profits made of which they have refused to give any account, the interest is compounded upon them as a punishment and as the measure of damage for the undisclosed profits, and in place of them. But that for mere neglect or omission, simple interest only is imposed, (2 Atk. 106, 603; 1 Bro. C. R. 360; Raphael v. Bocher, 11 Vez. 92; Diffenderfer v. Winder, 3 G. & Jo. 311; Catlett v. Dames, 6 H. & J. 472; Tebs. v. Carpenter, 1 Mad. R. 162; De Peyster vs. Clarkson, 2 Wend. 78; Garnes v. Gardiner, 1 Edw. R. 130; McCall's case, 1 Ashmead, 357; Harland's Case, 5 Rawle R. 323; Wright v. Wright, 2 McCord, 185; Boynton v. Dyer, 18 Pick. 1; Karr vs. Karr, 6 Dana, 73.)

In Raphael's case and in Ringgold's, the duty to invest for accumulation was that and express, and in both the funds were used by the trustee.

In Tibs vs. Carpenter, and also in 1 John and 1 Edw., the destinction is taken between corruption and negligence, and though in Ringgold's case there was no direct charge of corruption, and the motives of the Trustees were admitted to have been pure in the commencement of the trust, the case made out against one of the Trustees, was one of corrupt conversion of nearly the whole funds of the Estate to his own use, and the Court in that case put the right to compound interest upon the duty to invest, for accumulation being clear, and upon the funds having been used. Then what is this case as to these actual balances? They are composed of portions of the original loans paid in, of interest on the sums borrowed by the Trustees and their relations, and of the excess retained for compensation beyond the allowances now made.

The stated account W. R., shows the investments which have been made by the Trustees up to the time of filing the bill, and that on the sums borrowed by them and their connections out of the trust funds,

the interest, by being charged up annually and applied to the disbursements, is virtually compounded upon them. The excess retained for compensation beyond the present allowance was, of course, used by the Trustees.

The case as to these annual balances is thought not to be carried beyond the case of *neglect* to *invest*, for which it may be proper to charge simple interest, (5 Dana, 132,) but not compound. The simple interest upon these annual balances during the trust, amounts to $312 79.

Compound interest is in effect, by being charged and applied as stated above, given on the loans, and simple interest upon these annual balances while they were uninvested, allowing a month after the termination of each rest to make the investment. As to the mode of computation, it is different, in nearly all the cases in which compound interest has been given, as in 11 Vez., Ringgold's case, 1 John, C. R., 2 Wend. & 18 Pick. In calculating the interest on the loans, it has been charged up on the days on which it became due, first applied to the disbursements, and the balance struck at the end of each year and interest calculated on such balances while unemployed, but such interest has not been carried into the receipts of the succeeding year, but into a separate column, and the aggregate of interest for all the years on these balances is added to the principal at the foot of the account. In this, I have followed the rule in Greenbury's case, 1 Wash., R. 269 & Leigh. 348.

VII. The last item is the Fowler deposit. The Trustees have entered this loss in their account to their credit. It is objected to by the compl't.

I have charged the Trustees with such part of it as consisted of payments made by Cooper, on account of the principal of his original debt, and given them credit for the residue composed of their current annual collections, and of a portion of the principal of Jones' original debt.

The facts.—The proof is (pp.) that C. F. Fowler & Co., were brokers in this city, dealing in Exchange, loans, and all the usual business of such an Establishment; and in addition, issue notes which formed a part of the circulating medium of the city. They also received deposits and allowed interest at six per cent., permitting the depositor to check on the amount to his credit at pleasure. The Establishment was in good credit in 1841, and up to the failure, in the early part of '42, many of the business men of the city deposited their funds with them. On the 22d May, '41, Mr. Saunders placed with Fowler & Co., $1,181, under the following agreement, entered in a pass or check book:

"CITY OF WASHINGTON, May 22, 1841.

"We hereby agree with D. Saunders, acting Trustee of Edw. De "Krafft's Estate, to receive his deposits and to allow him 6 per cent. "interest thereon, he to check at will. C. S. FOWLER & CO."

And an account was opened in said pass book headed thus:—"Dr. "C. S. Fowler & Co. in ac't with D. Saunders, acting Trustee of Edw. "DeKrafft's Estate, Cr." Other sums were afterwards added, and on 3d Feb. 1842, when the last was made, the amounted to $5,277 38, and the checks to $2,306 69; to the 1st Dec. 1841, the checks amounted to $1,312, and the deposits to $3,133 88, leaving $1,825 83 undrawn, in the hands of Fowler & Co. The sums received from Cooper, and left with Fowler & Co., amounted to $1,876, and the other sums placed with them prior to the 1st Dec. '41, to $1,261 88, within $50 12 of the amount checked out up to this time.

The account is transcribed at page . The first sum paid in ($1181) was a payment made on the same 22d May by Cooper, on account of the principal and interest due on his mortgage. This is seen by recurring to his account on the books of the Trustees, and to their account filed with their answer, B. 6. The $1700 paid on the 17th August was also a part of Cooper's debt. The $800 paid in on the 3d Feby was a part of Jones' mortgage debt. These facts are ascertained in the same way. The residue is supposed to have been the current collections of the Trustees from rents, dividends, &c.

On the 14th March 1842, Fowler & Co. failed. No interest had been calculated or paid. The account was balanced after the failure, when $2,970 69 were found standing to the credit of Saunders as acting Trustee. It is a total loss. The credit of Fowler & Co. was good up to the time of their failure. Their condition was thought by Mr. Bestor, one of their clerks, to be precarious a year before, but the public had no means of knowing it. They made an assignment of all their effects on the 14th March '42, to Messrs. Freyer & Bradley, in trust. Portions of the circulation notes were paid by the Trustees out of the assets, amounting to about $. The assets and liabilities of Fowler & Co. were estimated at the time, the former at $154,680 52, and the latter at $84,438 20. In Feby '42, they were declared Bankrupts. The assignee in Bankruptcy realized but little from the remaining assets, and nothing has been paid to the creditors. See D. A. Hall's depo. p.

Before placing the Trust fund with Fowler & Co., the Trustees took the opinion of Council whether they could safely do so. In May '41, they kept their account in the Patriotic Bank, as they had done for some time previously. On the 1st April '41, the balance to their credit in that Bank was $155 78, which was drawn out the 9th Sept. and 1st June, '41.

A few years before the deposit with Fowler & Co. the Patriotic and other banks of the district had suspended specie payments, but had resumed and have paid all demands on them.

Fowler & Co. received Virginia Bank paper (which also formed a portion of the district circulation,) on deposit, and paid checks in the same. The Banks received it sparingly, and when received, paid the

checks of such depositors in the same currency, or charged the exchange for current funds. They paid their circulation notes in specie.

The proof further is, that at any time within the past 10 years $2000 or $3000 could have been safely loaned on mortgage of real estate in this City.

The sums placed by D. Saunders as acting Trustee, with Fowler & Co. were of two descriptions—original capital and current collections. Cooper & Jones' payments were of the former description.

1. As to those, the general rule seems to be that a trustee, though compensated for his services, is bound to take no greater care of the trust funds than a prudent man would of his own, (2 Story, Eq. s 1268) but at the same time if the line of his duty is prescribed he must, according to Mr. Sewill (p. 413), "strictly pursue it, without swerving to the right hand or the left," and if he fail to do so and keep funds which ought to be invested, longer on deposit than necessary, and loss occur, (though as stated by Stephens, justice, in Jenkins v Walter, 8 Gill & Jo 218—"the rule is a harsh and hard one upon the trustee") he must bear the loss. Whatever doubt may be entertained as to the duty of the Trustees in this case, to invest the surplus annual income beyond the fourth, it is thought there can be no doubt as to their obligation to reinvest the original loans and debts of the Testator when paid in. If this be so, then were these sums paid by Cooper & Jones to the Trustees, and by them placed with Fowler & Co., a loan or deposit with them. They were repayable with interest at pleasure. It looks very much like a loan payable with interest on demand. And if a loan, clearly the trustees are liable, because made without security of *any* description. The directions of the Will are to invest on some security "in Bank or other stocks, mortgages or other good security," words which exclude *personal* security. Hill 378. But the Trustees, in their answers deny it was a loan, and state that these sums were deposits made to await a fit opportunity of investment.

Assuming them to be such, the proof is that mortgages could be obtained at any time in this City. But trustees shall be allowed a reasonable time to select investments. What is a reasonable time? Five months have been held by Wigram, N. C. in '45 to be an unreasonable time to keep money on deposit. (Challen vs Shipman, Hill 376.) Cooper's first payment was left with Fowler & Co. nearly ten months before the failure, from May '41 to March '42, and his second, seven months, from Augt to March. Jones' was left Feby 3d '42—not quite six weeks before the failure. Cooper's would seem to have been on deposit waiting for investment too long, and therefore I have charged the Trustees with those sums, deducting the arrear of interest due from him, and deeming three months not to be an unreasonable time to be allowed for selecting investments, have charged interest from that time. By that rule, Jones' payment of original capital would not be chargeable to the trustees.

2. Next as to the current collections and Jones payments.

If they were not loans but deposits, then the objections urged are: 1, that they were made in an unsafe place; and 2, in the name of one Trustee only; that the Court would not have directed trust funds to be deposited with an individual banker, and that the Banks of the district were safer places.

First as to the place: The Banks were then incorporated bodies with the limited responsibility incident to that condition, and less safe than now with the superadded individual liability of each stockholder. They had suspended not long before these deposits were made, and though they had resumed, confidence was shaken. Fowler & Co. were then in good credit; prudent, discreet, business men made their deposits with them, and though in a doubtful condition a year before the failure, the public had no means of knowing and no suspicion. The trustees took the opinion of Counsil and made these deposits where it is agreed they made their own. The Auditor thinks they stand justified as to the selection of place.

Then as to the name: The deposits were made in the name of "D. Saunders, *acting Trustee of the Estate of Edw'd de Krafft.*" Properly, they should have been made in the names of both Trustees. The agreement between them required it. But Gen'l Weightman approves and adopts the act. The loss did not happen because the deposits were made in the name of D. Saunders alone; Fowlers & Cos failure was the cause, and the loss would have occurred, had the deposits been made in the names of both. The deposits could not operate to give Saunders personal and individual credit, being made in his name as acting Trustee of DeKraffts Estate. The were not mixed with his own funds there, but kept separate. The trust which attached to the funds was made known to Fowler & Co. by the agreement entered into at the time, and they would know that they could not honor any individual checks of Saunders upon the credit of these deposits. Had he fallen in debt to them individually, these funds thus deposited could not have been applied to such debt. In Jenkins *v.* Walter, 8 Gill. & Jo., 218, very similar to the present case, the court proceeded upon these grounds in charging the Guardian in that case with the deposit he had made in a Bank in Baltimore in his individual name, *without any designation of the trust which attached to it* known to the Bank, stipulating to receive five per cent. from the Bank, and charging himself with six in his settlement in the Orphans Court, and thereby showing an intention, as the Court thought, to make the deposit his own, and to account personally to his ward for the amount, the deposit in his own name securing to him personal credit and subjecting the fund to offset for any debt he might owe the Bank. The Bank failed, and the court held the Guardian liable, though the deemed that a hard case. In the present case, there seems an absence of all the grounds upon which he was charged.

The deposit of Jones payment had been made only six weeks before the failure. As to the current collections, the rests being annual, the period for striking the balance, and ascertaining the sum for investment from that source had not then arrived; the year for rest ended the 27th March, the failure was the 14th. No portion of the deposits remained a year with Fowler & Co.

For the reasons intimated above, the auditor thinks the Trustees should not be charged with the loss of Jones' payment or the current collections, but that both should go to their credit.

Auditor's Conclusions.

The above are the reasons for my rulings in this case. I may be in error, but the satisfy my mind in coming to the following conclusions:

1st. To leave the commission of the admr de bonis non, as it stands.

2d. Against an annual stipend to the trustees, and as the Court settled in Foxall's case, 10 per cent. upon the income, and 5 per cent. on the inventory of the personal estate.

3d. To allow the payments made by the trustees to the Guardian out of the income.

4. To pass to their credit the loans made according to the will, as J. W. DeKraffts and Farrar's, not those made to themselves or their relatives, or for which either of the Trustees is security.

5th. To charge Mr. Saunders with his two loans, and consider the house and lot as his and the rent to be accounted for.

6th. On his loans and the others not passed to the credit of the Trustees, to charge up the interest on the days it became due, adding it to the principal.

7th. Annual rests and simple interest on any material, annual balances uninvested and unemployed, and not needed for the purposes of the Estate.

8th. To disallow any usurious gain, and

9th. To charge the Trustees with those portions of the Fowler deposit, which was composed of the original capital paid in by Cooper, and to allow the residue of that loss, composed of their current annual collections, and of Jones payment on account of his original debt.

Upon which principles the following account is framed and stated.

W. REDIN,
Auditor.

DR.		W. R.	Pymts.	Repts.	Aggregate bal. of income, & captl paid in.
		The amount of the securities and cash received by the Trustees from the admr. d. b. n., was $17437 69, as per S.			
1835.		No. 1, of which the cash portion was,		576 69	
Mar.	27,	Of Purdy, interest, - -		30	
May	1,	Emmons, rent,		87 50	
	13,	Clarke, int. - -		75	
	20,	Hosier, rent, - -		195	
Ju.	20,	Purdy, int. - -		15	
July	20,	Clarke, " - -		37 50	
Aug.	1,	Woodyear, rent, - -		412 50	
	3,	Elliott, int. - -		90	
"		Jeffers, " - -		64 10	
Oct.	17,	N. Smith, - -		600 00	
'36.					
Jan.	1,	Bank Metropolis, divid. -		120	
"		Bank U. S. - -		70	
"	6,	Clarke, int. - -		75	
				2448 29	

CR.						
'35.						
Mar.	25,	To Payne, voucher,	1	43 50		
Apr.	2,	Gideon, - -	2	3 50		
"	9,	Woodward, - -	3	39 15		
May	13,	Rothwell, -	4	190 44		
"	30,	Buckingham, - -	5	23		
June	13,	Lowe, - -	6	75		
	25,	James, - -	7	5 50		
	29,	Stanley, vou. 8, $62 62, July 3d, Gideon 3$, -	9	65 62		
Aug.	1,	Franklin, 16 50, 15th Bowen, $47 20, - -	10.91	63 70		
Sep.	2,	Black, 5 25, 5th Boyd, $15 75,	12.13	21		
				pymts.	Repts.	agregate, bal. of income.
	5,	Bosworth, 3 69, Taxes 145 04,	14.15	148 73		
Oct.	17,	Smith, - -	16	600		
	"	Towles, - - -	17	257		
Novr.	18,	Stephenson, 4$, Decr. 5, Insurance $45, -	18.19	49		
Decr.	17,	Marlow, 17 50, Woodward, 4 44, - -	20.21	21 94		
	22,	Dewees, 233 46 and $329 57,	22.23	563 03		
'36.						
Jany.	27,	Birth, $6, Feb. 15, Lewis, 5 25, - -	24.25	11 25		
Mar.	1,	Campbell & Co. - -	25	2 25		
				2184 30		
	27,	Trustees comn. on $1921 60, at 10 per cent. -		192 16		
	"	Do Do $17437 69, at 5 per cent. - -		872 84		
					3249 30	

			paymts.	Repts.	aggregate bal of income.
1st Year.		Trustees, in advance, -		801 01	
Apl.	1,	Of Young, rent, -		100	
	2,	Clarke, int. - -		37 50	
	23,	Sale Bk. Metrpls stock,		35	
May	20,	Walker, rent, - -		240 50	
July	1,	Bk. Metrpls and U. S. divd. - -		401 25	
	25,	Clarke, int. -		37 50	
Aug.	1,	Woodyear, rent, -		550	
Oct.	1,	Saunders, " -		437 50	
	"	Cooper, int. - -		300	
'37.					
Jany.	1,	Bank Dividends, -		146 25	
Mar.	25,	Clarke, int. - -		112 50	
				2398 00	
Cr.					
'36.					
Mar.	30,	To Dewees, $28, Apl. 5, $50,	26.27	78 00	
Apl.	5,	Young, $10, 9th, Wetts. $6 50, - -	28.29	16 50	
May	5,	Towles, $93 18, 30th, Taxes $190 44, -	30.31	283 62	
June	11,	Tonge, 12 38, 24th, Towles, 248 87, - -	32.33	261 25	
July	11,	Dewees, $106 25, 25th, Towles, 15 88, -	34.35	122 13	
Aug.	13,	Dewees, $200, 17th, Ritchie, 5, - -	36.37	205 00	
Sep.	10,	Jones, $10, 17th Semmes, 2 50, - -	38.39	12 50	
	24,	Saunders, $7, Towles, $10,	40.41	17	
Oct.	1,	Stanley, $237 52, Decr. 15th, insure. $45, -	42.43	282 52	
Dec.	26,	Birth, $4, 29th, Weightman, guardn. $100, -	44.45	104 00	
'37.					
Jan.	10,	Woodward, 5 38, Franklin, 9 37, -	46.47	14 75	
	13,	Sloan, $16, Feb. 23d, Bender, $3, - -	48.49	19 00	
Mar.	3,	Taxes, 132 68, 23d, Buckingham, $2, -	50.51	134 68	
				1550 95	
		Trustees comn. on $2363,		236 30	
		Advance from last year,		801 01	
					2588 26
		Still in advance,			190 26
2d Year.					
'37.					
May	1,	Of Hanson, rent, - -		150	
July	1,	Bank Dividends, -		146 25	
Aug.	1,	Kendall, Rent, -		550	

			paymts.	Repts.	aggregate bal. of income.
Oct.	1,	Dyer, " -		350	
	"	Smith, interest, -		387 50	
		Do principal paid in,		2500 00	
'38.					
Jany.	1,	Bank dividends, -		125 00	
Feby.	1,	Hanson, rent, - -		112 50	
Mar.	21,	Cooper, int. -		450	
				4771 25	

Cr.

'37.						
Apl.	1,	To Weightman, guardn. 100, May 15th, Do. $100, -	52.52	200 00		
May	27,	Towles, $11, June 10, Sprigg, $41, -	54.55	52		
July	17,	To Woodward, 20 12, Aug. 24th, Adams, 37 51, -	56.57	57 63		
Septr.	24,	Insurance, 1 50, -		1 50		
Octr.	1,	Loan to D. Saunders, $3525,				
	10,	Weightman, gn. 100, Dec. 12th, do. 125, -	59.60	225		
Dec.	20,	Schusler, 6 87, Jany. 2d, Stanley, 4 75, -	61.62	11 62		

			pymts.	Recpts.	aggt.	annual surplus.
'38.						
Feby.	1,	Ward, $8, Insurance, $57,	63.64	59		
Mar.	5,	Weightman, Guardian,	65	125		
				731 75		
		Trustees, comn. on 2271 28,		227 12		
		Advance from last year,		190 26		
					1149 13	
					3622 12	

Of which $2,500 was original capital paid in by N. Smith, 1 Oct. '37, $3,225 placed at int. with D. Saunders, 1 Oct., would leave this balance of annual income unemployed from 27th Mar. '38, to 19th Sept. '38, when it was absorbed in the 1,500$ loan to H. De Krafft, - - - - - - - - 397 12

$397 12.

3d year.

1838, Dr.				
April	1,	Of Kendall, rent, - - -	400	
"	12,	Semmes, " - - -	635	
June	16,	Cooper, int. - - -	100	
July	1,	Bank dividends, - - -	125	
Aug.	14,	Cooper 100, int. 31st Do $50, -	150	
Sept.	1,	Niles, rent, - -	300	
"	15,	Clarke, int., - - -	225	
Oct.	1,	Dyer, rent, - -	350	
"	"	D. Saunders 1 qr's int. of $3,225, -	193 50	
"	13,	Cooper, int. 75$ Dec. 3, Do 100$,	175	
'39.				
January	1,	Bank dividends, - - -	166 25	

8398.

				pymts.	Recpts.	aggt.	annual surplus.
Feb'y	1,	Hyatt: rent,	- -		175		
	27,	Cooper: int.,	- - -		75		
Mar.	16,	Clarke, "	- -		75		
					3,144 75		
Cr. '38.							
April	5,	To Lindsley, 27 25—9th, taxes, 132 67		66.67	159 92		
	11,	Franklin, $132 87, Towles 966 26		68.69	1099 13		
	12,	McCoy, 16$, June 2d, Weightman, 125,		70.71	141		
July	25,	Jeffers, $30, Aug. 18, Magnier, 18$,		72.73	48		
Sept.	19,	Loan to H. DeKrafft and children,			1500		
	20,	Johnson, 3 50, Fees, 3$,		74.75	6 50		
Oct.	1,	Hall, on ac't of purchase of lot,		76	55 83		
	20,	Weightman, Gn. 125$, Nov. 13, Towles, 171 27,		77.78	296 27		
	19,	Cooper, 4$, Dec. 5, Murphy 1 50,		79.80	5 50		
Dec.	11,	Insurance, $51, Jany 16, Weightman, $150,		81.82	201		
'39.							
Jan'y	26,	Stanley, 49 13, Feb'y 2d, Lindsley, 7 87,		83.84	57		
Feb.	2,	Birth, 75, Mar. 2, Taxes, 136 47,		85.86	837 22		
Mar.	15,	Weightman, 150$, Do for Mrs. DeKraffts, 160 84,		87.88	310 84		
	16,	Butler,		89	5 50		
					4023 71		
		Trustees comn.,			314 47		
						4338 18	
						1193 43	

The loan of $1500 to H. DeKrafft, by the trustees on 19th Sept., 38, and the paymt to Hall, $55 83 on acct of the lot purchased, placed the Trustees in advance on this year's receipts and payments, the above sum.

And which was not reimbursed by $53 84, at the close of the next year. Ins to the credit of the trustees, say 6 mos., - - - $35 79

4th year.

Dr. '39.							
May	1,	Of Latimer, rent,	- -	600			
	8,	Cooper, int.,	-	50			
Ju.	1,	Niles, rent,	- -	225			
	24,	Cooper, int.,	- -		500 00		
July	1,	Bank dividends,	- -		166 25		
	15	Ryan, rent	- -		400 00		

			pymts.	Recpts.	aggt.	annual surplus.
Oc.	1,	Cooper, rent, - -		400 00		
	"	Saunder's years int., -		193 50		
	18,	DeKrafft, " - -		90		
'40						
Jan.	1,	Bank metrop'ls div'd, -		101		
Feb.	1,	Foltz, rent, - -		175		
				2960 75		
Cr.						
'39.						
April	6,	To Ambush, 15$, 17, Kneller, 55 81,	90.91	70 81		
May	8,	Stanley, 83 12, May 21, Weightman, 150,	92.93	233 12		
Ju.	27,	Towles, 100$, July 2d, Hall, 58 38,	94 95	158 38		
July	13,	Towles, $100, Sept. 7th do $178 68,	96.97	278 68		
Sept.	7,	Brent, 5$, 12th, Weightman, 150$,	98.99	155		
	16,	Hunter, 1 14, 25th, Weightman, 32$,	100.1	33 14		
	30,	Hall, 59 22. Oct. 16th, Stanley, 23 50,	102.3	82 72		
Oct.	26,	Wikinson, 3$, Dec. 6, Insurance, $51,	104.5	54		
Dec.	12,	Weightman, $150, Jan. 3d, Lewis, $5,	106.7	155		
'40.						
Jan.	3,	Franklin, 25 50, 9th, Birth, 4$,	108,9	29 50		
	16,	Towles, 70 74, Feb. 17th, Weightman, $150,	110,11	220 74		
				1471 09		
		Trustees comn,		290 07		
		Advance from last year,		1193 43		
				2954 59		
				53 84		

Among the disbursements are $117 60, further paymts on acct of the lot purchased by Hall.

5th year.

Dr.						
'40.						
April	24,	Of Cooper, int., - -		308 33		
	"	Do on acct of principal,		7 92		
May	1,	Latimer, rent $600, June 1, 50$,		650		
June	17,	Cooper, principal, - -		700		
	20,	do int., - -		45 76		
	"	do principal, - -		254 24		
July	1,	Bank dividend, - -		101		
	15,	Ryan, rent, - -		700		
Oct.	1,	Saunders, int., - -		193 50		
	"	Jones, rent, - -		400		
	18,	DeKrafft, int., - -		90		

3390.

			pymts.	Recpts.	aggt.	annual surplus.
'41.						
Jan.	1,	Bank div'd, - -		75 75		
	8,	Jones, taxes returned, -		145 04		
		int. thereon, - -		46 40		
		int. on debts, -		1040 62		
		principal, - -		67 94		
Feb.	1,	Foltz, rent, - -		175		
				5001 50		
Cr.						
'40.						
Apl.	4,	To Hall, 60 90, 6th, taxes, 138 14,	112.13	199 06		
	28,	Stanley, 6 70, Hodgson, 62, Gales, 1$,	114.15.16	832		
July	1,	Loan to R. H. Weightman, $2500.				
Oct.	13,	Boteler, 3 12, Nov. 6, Weightman, $300,	118.19	303 12		
Nov.	6,	Weightman, Guardian,	120	528 31		
	12,	Coxe, 35$, Bogan, 1 50, Dec. 4, Towles, 525,	121.2.3	41 75		
Dec,	7,	Insurance, $58, Jan. 1, Tonge, 8 72,	124.5	59 72		
'41.						
Feb.	23,	Taxes, $147 48, Mar. 2d, Towles, 161 52,	126.7	309		
Mar.	15,	Weightman, Guard'n,	128	300		
		Callan,	126	15		
				1764 26		
		Trustees com'n on 3971 40,		397 14		
		Advance,		53 84		
				2215 24		
					2786 26	
		Which includes 1030 10 orig'l capital paid in by Cooper, chiefly in June, '40. The sum of $2500, loan to Rd. H. Weightman, on 1 July, 1840, out of the above aggregate, less on the 27th March, 1841, this balance, - -				286 25
		Which was absorbed on 1 May, '41, in the the first loan to Gadsby of $500.				
6th year.						
Dr.						
'41.						
May	22,	Of Cooper, int. - -		223 43		
	25,	Do principal, -		1457 57		
July	1,	Bank Metropls. dividd.		75 15		
	3,	Cooper, int. - -		16 34		
	"	Do principal, -		87 75		
	15,	Ryan, rent, -		700 00		
Aug.	17,	Cooper, int. - -		18 27		
"		Do Principal, -		681 73		
Sep.	1,	Arnold, rent, - -		500		
Oct.	1,	Saunders, int. -		193 50		
"		Rd. H. Weightman, int. due 1 July, '41,		150		

			pymt.	Rept.	Aggregt.	Annual surplus.
"		Jones, rent, - -		400		
	18,	H. De Kraft, int. -		90		
Novr.	22,	Turnpike dividd. - -		80		
'42.						
Jany.	1,	Bank Metropolis, divid.		75 15		
	26,	Cooper's int. - -		47 97		
	"	Do principal, -		452 03		
Feby.	1,	Foltz, rent, -		175		
	3,	Jones, int. - -		140		
	"	Do principal, - -		660		
				$6223 89		

Cr.

'41.						
Ap.	10,	To Tonge, vouch. 130,		1 74		
May	15,	Loan to Gadsby, $500,				
	20,	Buckingham, 5$, Towles, 6 02,	131.2	11 02		
	21,	Brent, 4 20, Coltman, 27 75,	133.4	31 95		
Ju,	5,	Weightman, $150, Towles, 10$,	135.6	160		
Aug.	6,	Lindsley, 5 82, Wroe, $11,	137.8	16 82		
Sep.	12,	Weightman, 150, Oct. 2, do 50$,	139.40	200		
Dec.	1,	Insurance, 48 50, Stanley, 5$,	141.2	53 50		
'42,						
Jany.	6,	Weightman, $150, Taxes, 139 33,	143.4	289 23		
Feb.	6,	Loan to Gadsby, $500				
Mar.	14,	Weightman, 135		150		
				914 26		
		Trustees Comn. on $28,84 91,		288 49		
					1202 75	
						5021 14
		Of which $3339 08 was origl. capital paid in by Cooper & Jones, $1457 57 in May, and $681 73 in Aug., '41, and $452 in Jany., and $660 in Feby., '42, leaving a clear income this year of - -				1682 06

Out of the $5021 14 a second loan of $500 was made to Gadsby on the 6th of Feby., '42, and $3000 to D. Saunders on 1st Apl., '42, and 700$ to R. S. Coxe on 20 Dec., '42. $1521 14 from the receipts of this year, and $221 82 from those of last year, equal to 1742 96, would be on hand at the expiration of the present year; deduct $500, to remain to meet contingent expenses, and $1242 96 would be unemployed from say 27th Apl., '42, to 20th Decr., '42, and 542 96 from the last date to 17 Septr., '45, when the loan to J. R. Douglass was made, the other intermediate small loans being supplied out of the surplus current income.

			pymts.	Repts.	Aggte.	Annl.	Int.
Interest on $1242 96, from 27 Apl., to 20th Decr., '42,			-	-	-	-	47 61
Interest on $542 96, from 20th Decr., '42, to 17th Septr., '45,			-	-	-	-	89 53
7th year.							
Dr.							
'42.							
May	15,	Of Gadsby, int. -		30			
	28,	Cooper, int. -		27 62			
		Do principal,		442 38			
Ju.	6,	Do int. -		1 22			
		Do principal,		1140 78			
	20,	Do "		315			
July	1,	Bank, dividend,		75 15			
	"	Rd. H. Weightman, int.		150			
	18,	Ryan, rent, -		700			
Sep.	1,	Arnold's rent,		500			
	10,	Clarke's int.		300			
Oct.	1,	Jones' rent,		400			
	"	Saunders' int.		193 50			
	18,	De Krafft, "		90			
Dec.	20,	Coxe's int,		14			
'43.							
Jan.	1,	Bank, divid.		88 37			
Feby.	16,	Clarke, int.		300			
	"	Foltz, rent,		175			
	6,	Gadsby, int.		30			
				4973 02			
Cr.							
'42.							
Aprl,	1,	To Saunders, further loan $3000					
	17,	Fowler & Co's deposit,	2970 69				
Ju.	6,	Plant $300, Fugett $1, insure. 1 16, 146,7,8,	302 16				
Sep.	6,	Ambush $25, Fugett $2, Towles 62 48: 149,50, 51,	89 48				
Nov.	24,	Weightman $450, Insurance $61, 152,3,	511				
Dec.	12,	Plant $62 75, 154,	62 75				
	20,	Loan to R. S. Coxe, $700					
'43.							
Jan.	4,	Ridgeway $8 15, Berry 6 29, Tonge, 954, 155,6,7,	24 63				
Feb.	29,	Taxes 139 23, Mar. 11, Williams $200, 158,9,	339 23				
Mar.	18,	Blagden 39 75, Jeffers 5$, 160,1,	44 75				
			4344 69				
	27,	Trustees comn. on $3074 86,	307 48				
				4651 17			
							321 85

			pymts.	Repts.	Aggte.	Annl.	In.
		In the receipts $1898 16 was original capital paid in by Cooper in June. And among the disbursements is the $2970 69, the Fowler loss, the whole entered here and the portion supposed to be chargeable to the Trustees is recharged at the foot of the acct.					
		Interest on the $321 85 from 27th Apl,, '42, to 17th Septr., '45, -					65 20

8th year.

Dr.

'43.							
May	15,	Of Gadsby, int. -		30			
Aprl.	1,	Saunders, int. $3000,		180			
June	15,	Coxe, " principal, $213 64,		6	36		
July	1,	Bank dividend,		101			
	"	Jones, rent,		300			
	"	R. H. Weightman, int.		150			
	15,	Ryan, rent,		700			
Sep.	25,	Clarke, int.		75			
Oct.	1,	Saunders, int. $3225,		193	50		
	"	Wickliffe, rent,		550	00		
	18,	H. De Krafft, int.		90	00		
'44.							
Jun.	1,	Bank dividend,		88	37		
Feby.	1,	Baldwin, rent $175, Clarke's int. 37 50, Gadsby, $30,		242	50		
				2706	73		

Cr.

'48.							
Apl.	1,	To Lindsley 11 53, Sengstack 6$,	162,3,	17	53		
	26,	Weightman $150, Buckingham $4,	164,5,	154			
May	9,	Loan to Gadsby, $100,					
Ju.	10,	Towles 16$, Ridgeway 55,	166,7,	71			
July	1,	Weightman $150, Williams 7 25,	168,9,	157	25		
Aug.	3,	Schwider 4$, Gregory 2 25,	170,1,	6	25		
Sep.	10,	Whaley 3 50, Hodgson 9$,	172,3,	12	50		
Nov.	10,	Weightman $150, insurance $51,	174,5,	201			
Dec.	23,	Plant 24 75, Jany. 4, 150$,	176,7,	174	75		
'44.							
Jany.	4,	Taxes 137 46, Cooper 525$,	178,9,	662	46		

				pymts.	Repts.	Aggte.	Annl.	Int.
Mar.	13,	Weightman,	180,	150				
				1606 94				
	27,	Trustees comn.		270 63				
					1877 57			
						829 16		
							829 16	
		Of which $100 was loaned to Gadsby 9 May, 1843. Int. on $729 16 from 27th Apl., '44, to Sep. 17, '45,						60 75

9th year.

Dr.

'44.			
Apl.	1,	Of Saunders, int.	180
	"	Jones, rent,	262 50
May	1,	Baldwin, rent,	43 75
	22,	Gadsby, int,	43 50
June	15,	Coxe, "	28 80
July	1,	Rd. H. Weightman, int.	150
	"	Bank dividend,	88 37
	15,	Ober, rent,	700
Sep.	22,	Randal, rent,	43 75
Oct.	1,	Saunders, int.	193 50
	"	Wickliffe, rent,	275
	"	Jones, "	175
	15,	Ober, "	175
	18,	De Krafft, int.	90
Novr.	22,	Randall, rent,	29 17
Dec.	17,	Clarke, int.	150
	19,	Randall, rent,	14 58
	31,	Wickliffe, "	112 50
'45.			
Jan.	12,	Bank dividend,	88 37
Mar.	25,	Clarke, int.	37 50
			2880 79

Cr.

'44.				
May	15,	To Franklin 133 09, Ambush 7 50,	181,2,	140 59
June	20,	Weightman $150, Davis $2,	183,4,	152
	22,	Scheepler 3 50, Edmonson & Co, 8 75,	185,6,	12 25
July	6,	Ridgeway 8 30, Shaffer & Co. 7$,	187,8,	15 30
Aug.	31,	Weightman 150, Plant 15$,	189,90,	165
Sep.	25,	Brent 1$, Bogan 6 47, Werner $1,	191,2,3,	8 47
Oct.	23,	Ambush $15, Semmes $3, Munck 3 50,	194,5,6,	21 50
Nov.	20,	Edmonston & Co. 38 38, Tonge 18 13,	197,8,	56 51
Dec.	3,	Jenkins $135, Insurance $51,	199,200,	186

			pymts.	Repts.	Aggte.	Annl.	Int.
Dec.	12,	Acker $50, Weightman $150, 201,2,	200				
'45.							
Jany.	7,	Ball 1 50, Cooper 59 33, 203,4,.	60 83				
	11,	Munck 3 75, Taxes 42 98, 142 63, 205,6,7,	189 36				
Mar.	14,	Plant 15 80, Weightman $150, 208,9,	165 30				
	24,	Loan to R. C. Weightman $107 50.					
			1373 10				
	27,	Trustees Comn,	288 07				
				1661 17			
					1219 62		
						1219 62	
		Of which $107 50 was loaned to R. C. Weightman, 25 Mar., '45.					
		Int. on 1112 12 from 27th Apl. to Sep. 17, '45,					25 94
10 *year.* Dr. '45.							
Apl.	1,	Of Wickliffe, rent,		412 50			
	"	Saunders, int.		180			
May	9,	Gadsby,		6			
	"	" principal pd. off 100$.					
	"	" interest,		28 92			
	"	" on acct. principl. 2d note, $424 33.					
	22,	" int. on remaining note,		30 00			
June	15,	R. S. Coxe, int.		30 90			
	22,	Randall, rent,		87 50			
July	1,	Rd. H. Weightman, int.		150 00			
Oct.	1,	Saunders, int.		193 50			
	15,	Ober, rent,		700 00			
	18,	De Krafft, int.		90 00			
		principal pd. off,		1500 00			
Novr.	6,	Ross, rent,		350 00			
	14,	Bank divid,		75 75			
Decr.	17,	Tabler, rent,		50 00			
	19,	Clarke, int.		112 50			
Jan.	10,	Gadsby, int.		3 04			
		" principal of 2d note, $75 66.					
Feby.	20,	Bank divd.		88 37			
Mar.	23,	R. C. Weightman, int.		6 45			
	25,	Clarke, int.		37 50			
				4132 93			
CR. '45.							
Apl.	2,	To Smith 3 50, Brown 6$, Brown & H. $7, 210, 11,12,	16 50				

			pymts.	Recpts.	Aggte.	Annl.	Int.
Apl.	19,	To Snowden 24 99, Towles 5 69, 213,14,	30 68				
	26,	Sealey, 50$, Tonge 1$, 215,16,	51 00				
Ju.	12,	Weightman $150, Lindsley 2 90, 217,18,	152 90				
Aug.	13,	Weightman $150, Johnson 3$, 219,20,	153				
	26,	Washington Corporation, 221,	112 14				
Sep.	17,	Loan to Douglass, $2000.					
	19,	Davidson $10, Waite 582, Munck $5, 222,3,4,	20 82				
Oct.	8,	Towles 2$, Insurance 51$, 225,6,	53				
	16,	Miss De Krafft's order, 227,	200				
'46.							
Jany.	1,	Loan to W. H. Bradley, $600,					
		" R. C. Weightman 800,					
		" J. Saunders 700,					
Mar.	10,	Munck $1, Weightman $300, 228, 9,	301				
	12,	Taxes, 230,	142 44				
			1233 48				
	27,	Trustees Comn. on $2632 93,	263 29				
				1496 77			
					2636 16		
		Among the receipts is the $1500 loan to H. De Krafft paid off, credited to the trustees 19 Septr., '38, & recharged here, that deducted leaves a clear surplus income of				1136 16	
		On the 17th Septr., '45, the uninvested annual balances included in the above aggregates were					
		500 as of 27th Mar., '42					
		542 96 " 20 Decr., "					
		321 85 " 27 Apl., '43					
		729 16 " " '44					
		1112 12 " " '45					
		3206 09					
		2000 loaned to J. R. Douglass,					
		1206 09					
		500 retained to meet contgt. expenses,					
		706 09					
		Interest thereon from 17 Sep. '45, to June 1, '46, - - - when it was abserbed in the three loans made out of it, & the balance of this					11 00

			pymt.	Rep.	Aggt	Annl.	int.
year of $2636 16, to Messrs. Bradley, R. C. Weightman & John Saunders, leaving $1457 29 unemployed til 16th Novr. 1846, when the loan of $940 was made to R. C. Weightman, and a further loan of $420 83, to J. Saunders, on 26th Decr. and 5th Jany. '47. Int. on the $1457 29, while unemployed, from 27 Aprl. 1846, - - -							48 55
11 *Year.*							
Dr.							
'46.							
Apl.	1,	Of D. Saunders int. -		180			
	"	Tabler, rent, -		40			
May	22,	Gadsby, int. - -		30			
June	15,	Coxe, " - -		30	90		
July	1,	Rd. H. Weightman, int.		150			
	15,	Tabler, rent, -		25	75		
Aug.	11,	Polk, " -		500			
Sep.	17,	Douglass, int. -		120			
	25,	Clarke, " -		75			
Oct.	1,	Saunders, D. int. -		193	50		
	15,	Ober, rent, -		700			
Novr.	6,	Ross, " - -		350			
	12,	Tabler, " -		17			
	14,	Bank divid. - -		75	75		
	16,	Coxe, int. -		12	87		
		" on acct. of principal, $87 13.					
Decr.	25,	Clarke, int. - -		37	50		
'47.							
Jany.	1,	W. A. Bradley, int. -		36			
	"	Jno. Saunders, "		42			
	"	R. C. Weightman, int. -		48			
Feby.	20,	Bank dividend, -		88	37		
Mar.	23,	R. C. Weightman, int. -		6	45		
	25,	Clarke, "		37	50		
				2796	59		
Cr.							
'46.							
Mar.	26,	To McMahon, 1 25, Wood, 2 75, 231.2	4				
June	12,	Truman, 537, Weightman, 150 233.4	155	37			
July	25,	Franklin, 35 88, Tonge, 25 59, 235.6	61	47			
Aug.	31,	Weightman, $150, Sept. 12, Do. 150, 237.8	300				
Sep.	16,	Barker, $21, Plant, 44 28, 239.40	65	28			
	25,	Allen, 9$, Semmes, 9$, Hay, 26 50, 241.2.3	44	50			
Novr.	16,	Loan to R. C. Weightman, $940, -					
	"	Tonge, 975, Insurance, 51$, 244.5	60	75			

			pymt.	Rept.	Aggt.	Anul.	int.
Decr.	26,	Loan to Jno. Saunders, 87 50.					
'47.							
Jany.	5,	Do. to Do. $333 33					
Feby.	1,	Do. Do. 337 50					
	23,	Taxes, - -	142 54				
			833 91				
Mar.	27,	Trustees comn. -	279 65				
				1113 56			
					1683 03		
						1683 03	

The balance of $1683 03, on hand at the close of this last years transactions, (exclusive of the $500 left the preceding year, to meet casualities,) was loaned between 8th May and 10 July, '47, to J. W. DeKrafft and John Saunders. The int. would be inconsiderable while unemployed.

Dr. '47.			
Apl.	1,	Of D. Saunders int. 180, May 14th, Turnpike div. $70. - -	250
	22,	Gadsby, int. $30, 28th, Tabler, rent, 112 25,	142 25
Ju.	25,	Clarke, int. 37 50, July 1, R. H. Weightman, int. $150, -	187 50
July	1,	J. W. DeKrafft, int. $25, 15th Ober. rent, 525$,	550
	16,	Jones int. 497 94, on acct. principal, 2 06,	500
Aug.	1,	DeKrafft, int. 12 50, 5th, Bk. divdd. 88 37, -	100 87
	6,	Ross, rent, 262 50, Sept. 1, DeKrafft, int. 12 50,	275
Sept.	1,	DeKrafft, $25, 10th, R. C. Weightman, 83 36, int. on $107 50, $800, $940, - -	107 36
	10,	R. S. Coxe, int. $24 01, 17 Douglass, 120, -	124 01
	25,	Clarke, int. $37 50, Oct. 1, D. Saunders, int. 193 56, - -	231
Oc.	1,	Carvillo, rent, $575, DeKrafft, int. $12 38,	587 38
	15,	Ober. rent, $175, 25th, Ross, int. 87 50, -	262 50
	30,	Clarke, principal, $1000, Novr. 10, J. Saunders, int. 85 87, -	1085 87

			pymt.	Rept.	Aggt.	Anul.	int.
Nov.	10,	J. Saunders, principal pd. in, $1975 79.					
	"	DeKrafft, int. 12 37, Jany. 1, Bradley, int. 36, - -		48 37			
'48.							
Jan.	4,	DeKrafft, 24 75, Bank divd. 88 37, -		113 12			
	"	Carvello, rent, $125, 14th, Ober. rent, $175, - -		300			
Feby.	1,	DeKrafft, int. 12 37, 12th, Gates, rent, $10,		22 37			
	17,	Ross, rent, 87 50, Mar. 6, DeKrafft, 12 37, -		99 87			
Mar.	6,	Gates, 10$, rent, -		10			
				4997 47			

Cr.							
'47.							
May	8,	To J. W. DeKrafft, on acct. of loan of $2500,		665			
	10,	Do. Do.		335			
Jun.	2,	J. Saunders loan, $250,					
July	1,	Do. " 267 10,					
	10,	Plant. DeKrafft loan, -		400			
Sep.	1,	Miss DeKraffts bills,		1039 17			
	10,	Loan to R. C. Weightman, 230 57,					
	"	Do. to R. H. Weightman, 251 67, -					
	14,	Griffin, 21 25, Walker & Co. 11 50, vou. 248.9,		33 75			
	24,	Mrs. Barney, $125, 30th, do. $50,	250.1	175			
		Gates,	252	38 23			
Oct.	16,	Mrs. Barney,	3	100			
Novr.	1,	DeKrafft loan, -		1000			
	3,	Simmes, $31, Campbell, 31$,	254.5	62			
	"	Keyworth, 27,	256	27			
	10,	Carusi, 18 12, DeKrafft loan, $100,	'7.'8	118 12			
	16,	Miller, 51 55, Edmonston & H. 33 79, '9.10		85 64			
Decr.	8,	Insurance, $51, Perry & Co. 108 67	260.1	159 67			
	14,	Mrs. Barney,	'2	500			
	17,	Long loan, - -		1335 53			
48.							
Jany.	4,	Mrs. Barney, 88 27, Dalton, 150,	'3.'4	89 87			
Feby.	3,	Jenifer, 4 33, Bowen & H. 5 50,	'5.'6	9 83			
	17,	Mrs. Barney, $100, her board, $187 50, $75,	'7.'8.'9	362 50			

			pymt.	Rept.	Aggt.	Anul.	int.
	28,	Taxes, $142 64, Mar. 2d, Mrs. Barney, $36, 270.1		178 64			
Mar.	9,	Munck, 1 25, Mrs. Barney, 12 37, and 15th, $70 - -		83 52			
				6798 57			
	27,	Trustees comn. on 4017 49, -		401 74			
					7200 31		
					2202 84		

Apparent advance by the trustees at the close of this year, produced by carrying to their credit, in the disbursements of the year, $1000 of the loan to J. W. DeKrafft, and the loan of $1335 53 to Long; $2335 53 (included in the aggregate above) the former of which was provided out of $1683 03, the balance of the 11th year, and the latter out of $1975 79, the amount of John Saunders' loans returned. The loans to R. C. & R. H. Weightman, were made out of the $500 left to meet contingencies at the close of the 11th year. There is no interest, therefore, to the credit of the trustees, but the 2181 84 is carried into the accts of the 14th and 15 years, and the amount thereof not reduced by the surplus receipts of those years, is reduced from the aggregates in col. 3, above, with which the Trustees are charged at the close of the 15th year. The result would be the same, by deducting the 2181 84 at this rest from the above aggregate.

13 *year.* Dr. '48.			Pymts.	Recpts.
April	1,	Of Saunders, int., $180, Cawello, rent, 125, -		305
	6,	DeKrafft, int., 12 37, Clarke, int., 22 72,		35 09
	15,	Ober, rent, 175$, Gates, rent, 10$, -		185
May	4,	DeKrafft, int., 12 37, Ross, rent, 87 50, -		99 87
	23,	Gadsby, int, $30, Gates, rent, $10, Clarke, int, 22 72,		62 72
June	20,	Gates, rent, 10$, DeKrafft, int, 12 07, -		22 37
	30,	Cawello, rent, - - - -		125
July	1,	R. H. Weightman, int, - - -		150
	3,	Bank div'd, 88 37, DeKrafft, int, 12 37, -		100 75
	14,	Ober, rent, $175, Gates, 10$, rent, - -		185
Aug.	5,	Ross, rent, 87 50, Jones, rent, 91 20, -		178 70
	12,	DeKrafft, 12 37, Clarke, int, 22 72, -		35 09
Sep.	4,	Gates, rent, 10$, 10th, R. H. Weightman, int, 15 10,		25 10
	10,	R. C. Weightman, int on 1942 73, -		116 56
	17,	Douglass, int, - - - - -		120
	20,	Long's trustee int, - - - -		51 84
		principal paid in, - - -		1335 53
Oct.	1,	Saunders, D. int, - - -		193 50
	2,	Cavello, rent, $125, Gates, 10$, - -		135
	4,	DeKrafft, int, 24 75, Ober, rent, $175, -		199 75
Nov.	6,	Ross, rent, 87 50, Gates, $10, rent, -		97 50
	10,	Farrar, int, 20 81, Coxe, int, 34 36, -		55 17
		principal, 215 64.		
	15,	DeKrafft, int, 12 37, Jones, int, 22 81, -		35 18
Dec.	2,	Gates, rent, 10$, DeKrafft, int, 12 37, -		22 37
'49.				
Jan.	1,	Bradley, int, 36$, Clarke, int, 22 72, -		58 72
	"	Bank div'd, 88 37, Cavello, rent, 125$, -		213 87

			Pymts.	Recpt.
	9,	DeKrafft, int, 12 37, Gates, rent, 10$, -		22 37
	16,	Ober, rent, 175. Gates, rent, 10$, - -		185
Feby	9,	Ross, 87 50, Clarke, 22 72, - -		110 22
	12,	Farrar, int, 20 81, Gates, rent, 10$, - -		30 81
	15,	DeKrafft, int, 12 37, Mar. 13, Do 12 37, -		24 75
Mar.	20,	Gates, rent, - - - -		10
				4527 11
	Cr.			
	48.			
April	1,	Woodward, $16, 4th, Mrs. Barney, $110,	275.6	126
	14,	Mrs. Barney, 175, Ober & R. 272,	7.8	177 72
May	6,	T. Skirving, 5 62, - -	9	5 62
	10, to			
Aug.	27,	Mrs. Barney: vouch.,	280.8	781 83
Sept.	2,	Plant, 25 60, 12th, Mrs. Barney, 10$,	289.90	35 60
	20,	Loan to Farrar, - - -		1387 37
Oc.	2, to			
Dec.	8,	Mrs. Barney, - - -	291.7	539 98
	9,	Insurance, 51, Jany 2d, Mrs. Barney, 357 89	298.9	408 89
	49.			
Jany	8, to			
	29th,	Mrs. Barney, - - -	300.3	543 15
Feby	24,	Taxes, 142 64, 26th, Tucker, 10$,	304.5	152 64
				4158 80
Mar.	27,	Trustees comn. on 3191 52, -		319 15
		Advance 13th year, -		2202 84
				6680 79
				2153 68

Among the receipts, the loan of $1335 53, is charged to the Trustees as paid off, having been credited to them when advanced, for the reason stated in the report.
And the loan of $1387 37 to Farrar, is credited to them in the payments.

			Pymts.	Rcpts.
14th year.				
Dr.				
'49.				
April	1,	Of D. Saunders, int, - - -		180
	"	Bradley, " - - -		9
		Principal paid in, $600,		
	4,	Carvello, rent, - - -		125
	14,	Ober, rent, 175$, 16th, DeKrafft, int, 12 37,		187 37
	18,	Jones, int, 22 51, Gates, rent, 10$, -		32 81
May	3,	Clarke, int, 22 72, DeKrafft, 12 37, -		35 09
	9,	Farrar, 20 81, Perry, rent, 87 50, -		108 31
	22,	Gates, 10$, Gadsby, int, $30, DeKrafft, 12 37,		52 37
Ju.	22,	Gates, 10, Carvello, rent, 125$, - -		135
July	1,	R. H. Weightman, $150, int, DeKrafft, 12 37,		162 37
	14,	Ober, rent, 175, Gates, 10$, DeKrafft, 12 37,		197 37
Aug.	8,	Farrar, 20 81, Perry, rent, 87 50, - -		108 31
	16,	Gates, Clarke, int, 22 72, - -		32 72
Sep.	10,	R. H. Weightman, int, - - -		15 10

9405.

			Pymts.	Recpts.
		R. C. Weightman, 116 56, DeKrafft, 12 37,		128 92
	17,	Douglass, int, - - -		120
	18,	Bank div'd, 88 37, Gates, 10$, - -		98 37
Oct.	1,	D. Saunders, int, - - -		193 50
	"	DeKrafft, 12 37, Carvello, rent, 125$, -		137 37
	16,	Ober, rent, 175, Gates, 10$, - -		185
Nov.	1,	Jones, 68 40, DeKrafft, int, 12 37 -		80 77
	7,	Perry, int, 87 50, Clarke, int, 22 72, -		110 22
	9,	Farrar 20 81, Coxe 16 44, - -		37 25
	26,	Gates, rent 10$, Carvello, rent 125$, -		135
Dec.	8,	De Krafft 12 37, - - -		12 37
'50.				
Jany.	1,	R. H. Weightman, int. $75, 4th, De Krafft, 12 37,		87 37
	4,	Bk. divid., $101, Gates, rent, 10$, -		111
	15,	Ober, rent, 175, Clarke, int. 22 72, -		197 72
	31,	De Krafft, 12 37, Gates, $10, Jones, 22 80,		45 17
Feby.	7,	Perry, 87 50, Farrar, 20 81, - -		108 31
	11,	Coxe, 3 50, Gates, 10, De Krafft, 12 37,		25 87
Mar.	17,	Douglas, 6 mos. int. 60, Carvello, 125, -		185
Apl.	1,	D. Saunders, int. $180, Gates, 10$, - -		190
	11,	De Krafft, 12 37, Ober, rent, 175, -		187 37
	19,	Jones, int. 22 80, R. C. Weightman, 58 28, -		81 08
		And R. H. Weightman, int. 7 55, Mar. 10,		7 55
May	4,	Gates, rent, $10, Farrar, int. 20 81, -		30 81
	11,	Perry, rent, 87 50, De Krafft, int. 12 37, -		99 87
Apl.	1,	D. Saunders, half year's int. - -		96 75
	Cr.			4073 45
	49.			
Apl.	2,	To Edmonston & H., - -	306,	12 75
May	2-4,	Mrs. Barney, - - -	307,10,	367 89
	8,	Do $100, 28th Do. 30 81,	'11,	130 81
Ju.	13,	Skirveng, $12, Sep. 18, Mrs. Barney 228 52,	12,13,	240 52
Oc.	2,	Parker & V., $65, Mrs. Barney, 202 37, -	14,15,	267 37
	16,	Mrs. Barney, 175, Novr. 1st, 68 40,	16,17,	243 40
Novr.	8,	Do $118 42, Rothwell, 14 30,	18,19,	132 72
	19,	Mrs. Barney,	320,21,	80 81
Dec.	3,			
	6,	Insurance, 51$, Edmonston & H., 17 38,	'22,'3,	68 38
	'50.			
Jany.	2,	Mrs. Barney,	324,9,	350 16
Feby.	16,			
	22,	Rothwelle, 163 67, J. Saunders, 2 25,	330,1,	165 92

			pymt.	Rept.	Aggte.	Annl surplus.	Int.
Apl.	20, 24,	Mrs. Barney, 333,4,	423 85				
	19,	R. C. Weightman, Guardn. 332,	73 13				
			2557 71				
		Trustees Comn.	407 40				
		Allowance on 13th years Rets. & pynts. be	2153 68				
				5118 79			
					1045 34		
					17074		348 58
15 year.		Cr. int. to Trustees credit 4th year,					35 79
							312 79

	pymt.	Rcpt.	Aggte.	annl surplus.
Add interest col. 5th,			312 72	
The portion of the deposit with Fowler & Co., lost, with which the Trustees are charged, viz:				
1st. Cooper's pymt. on acct. of the princpl. of his debt on 22 May, '41,		1181		
Off, being interest due,		223 43		
			957 57	
Interest thereon from Aug. 22d, '41, to 1 Octr. 1850, (Simple,			516 78	
2d. Do paymt. on acct. of the principal of his debt 17th Aug., 1841,		700		
Off, interest due,		18 27		
			681 73	
Interest thereon from Novr. 17, '41, to 1 Octr., 50, Simple,			365 45	
				2521 53
Balance of origl. Securities from A. 1,				7646 58
				27553 90
Cr.				
To meet which the Trustees have the following Securities & debts:				
1st. The balance of the origil. Secureties consisting of				
The balance of Clarke's Mortge.,			1514 58	
Jones, Do			1520	
U. S. Bk. and other stocks,			4611	
To pass as an absolute credit,				7645 58
				19908 32
2d. R. H. Weightman's loan,		2500		
		271 75		
			2771 75	
3. W. Gadsby's loan,			500	
4. D. Saunders' loan,		3225		
		3000		
			6225	
5. R. S. Coxe's balance,			270 90	
6. J. R. Douglass' loan,			2000	
7. R. C. Weightman's loans,		107 50		
		800		
		940		
	230 57			
	95 23			
		135 34		
To 24th Apl., 50,			1982 14	
				13750 49
			$13750 49	
				$6228 83

W. Redin.

3496.

The balance of the original securities are absolute credits, the new loans will become so when realized to the amt of the above $13,750 49, leaving due from the trustees, $6,228 83.

The new loan to J. W. DeKrafft, of - - - -	$2,475 00
And to Farrar, of - - - - -	1,387 37
	$3,862 37

Are already entered to the credit of the trustees, being in conformity with the will, and free of the objections to the others.

The security given by Gnl. Weightman in his deed to Messrs. Wallach and John Saunders, is for $2,078 07, of which 95 23 was for interest on the loans to Gadsby & Coxe, and which is charged to the trustees in this account. Gnl. Weightmans debt as stated in the deed, is therefore reduced that amount.

If the trustees are not liable for any part of the Fowler deposit, then $2,521 53 will have to be deducted from the above balance.

If they are liable for the whole of that deposit, then $1,331 39 principal, and 675\frac{15}{100}$ interest thereon, from the 17th April 1842, to the 1st Octr., 1850, will have to be added equal, $2,006 54.

If the com'n. of the adm'r. d. b. non has to be reduced so that no more than ten per cent. be paid out of the same estate, then Mr. Saunders will have to refund 2$\frac{1}{2}$ per cent., equal to $463 85, with interest thereon from the 2d April, 1836, to 1st Octr., 1850, amounting to $401 79, the aggregate to $865 64, or be decreed to replace stock of the Bk. of the Metropolis, to the amount of $463 85, and account for the intermediate dividends; and he or the trustees, will be charged according to the Court's opinion of their liability.

So if the complt. is entitled to the $300 claimed as a gain on the resale of the house and part of the lot by Mr. Saunders, mentioned at page of the report, that sum with interest from 21st March, 1845, to 1 Octr., 1850, amounting to $99 50, $399 50 will have to be charged to him or the trustees.

So, as to the alleged further gain in that transaction, of the balance of the lot and of the stable and carriage house, valued at say $1,500, by Mr. Towles, it will be to charge that amount to Mr. Saunders or the trustees, but without interest.

W. REDIN.

A.—1.

Original securities.	Amount.	Paid.	Now owing or on hand.
N. Smith,	$2,500	$2,500	
W. Cooper,	5,000	5,000	
R. Jones,	2,250	730	1,520 00
J. S. Clarke,	2,500	985 42	1,514 58
U. S. Bank stock,	636		636
Bank Metrpls. stock,	2,525		2,525
Canal stock,	600		600
Turnpike stock,	500		500
Theatre do	150		150
Steamboat do	200		200
	$16,861		
	9,215 42		
		9,215 42	
	$7,645 58		7,645 58

New Securities.

R. H. Weightman,	$2,771 75
R. C. Weightman,	1,982 84
D. Saunders,	6,225
W. Gadsby,	500
R. S. Coxe,	270 90
J. R. Douglass,	2,000
J. W. DeKrafft,	2,475
J. M. Farrar,	1,387 37
	$17,612 86
Balance of original securities on hand,	7,645 58
	$25,258 44
Original amount of originl securities,	16,861
Increase, supposing all the new securities to be realized,	$8,397 44

Complainant's Statement.

Statement at complts instance, charging the whole of the comn of the adr d. b. n. and the whole of the Fowler loss, omitting the Trustees' comn on the personal property, and reducing their comn on the income to 5 per cent, compounding the interest on the annual balances, and charging the supposed gain on the sale of the house and lot, and the excess of int recd of Gadsby.

	Cr. pymts & comn.	Dr. Receipts.
1st year, ending 27 Mar. 1836, - -		2448 29
Admr. d. b. n. comn recharged, -		927 71
	2306 70	3376 00
		2306 70
		1069 30
2d year, 1837, - - - -		2398
Interest on 1069 30, - -		64 14
		3531 44
	1674 05	1674 05
		1857 39
3d year, 1838, - - - -		4771 25
interest,		55 71
		6684 35
	847 75	847 75
		5836 60
4th year, 1839, - - - -		3144 75
Interest,		78 33
		9059 68
	4184 86	4184 86
		4874 82
interest,		128 64
5th year, 1840, - - - -		2900 75
		7904 21

Amount brought forward,		7904 21
	1622 49	1622 49
		6281 72
6th year, 1841, - - - -		5001 50
Interest,		23 91
		11307 13
	1964 65	1964 65
		9342 48
7th year, 1842, - - - -		6223 89
interest,		182 93
		15749 30
	1067 60	1067 60
		14681 70
8th year, 1843, - - - -		4973 02
interest,		198 24
do		63 84
		19916 80
	1540 84	1540 84
		18377 96
9th year, 1844, - - - -		2706 73
interest,		471 12
		21555 81
	1765 80	1765 80
		19890 01
10th year, 1845, - - - -		2880 79
interest,		561 90
		23332 70
	1545 18	1545 18
		21787 62
11th year, 1846, - - - -		4132 93
interest,		533 97
supposed gain on resale of house, - -		300
		26754 54

Amount brought forward,			26754 54
	1406 77		1406 77
			25347 77
12th year, 1847, - - - -			2796 59
interest,			582 06
			28726 42
	1002 83		1002 83
			27723 59
13th year, 1848, - - - -			4997 47
interest,			446 57
			33167 63
	7023		7023
			26144 63
14th year, 1849, - - - -			4527 11
interest,			511 59
			31183 33
	4343 92		4343 93
			26839 41
15th year, 1850, - - - -			4073 45
interest,			433 98
			31346 84
	2783 06		2783 06
			28563 78
Supposed gain of part of lot and carriage house,			1500
Balance of original securities, - -			7645 58
			37709 36
Cr. Balance of origl securities,	7645 58		
New investments by Trustees,	13750 49		
			21396 07
To 24th April, 1850,			16313 29

Dr.	Omitted in Mar. '43, the usurious interest received of Gadsby $65, and int. th'on compound'd, - -	103 42
		16416 71

Exclusive of the yearly allowance of $600 for maintenance, and $528 31 for expenses to the springs 6th Novr. 40, and the paymts. to W. Dewees, Guardian, for maintenance in the 1st and 2d years.

Defendant's Statement.

Statement made at dfdts instance, crediting to the Trustees all the loans and investments made by them, also the whole of the Fowler loss, treating the settlement of D. Saunders' loans valid, and stopping interest thereon from the time of settlement, and omitting the charge of interest on the annual balances.

	Cr. payts, loans & comns.	Dr. Recpts.
1st year, ending 27 Mar. 1836, - -		2448 29
	3249 30	
2d year, - - - - -		2398
	1787 25	
3d year, - - - - -		4771 25
	4183 87	
4th year, - - - - -		3144 75
	4338 18	
5th year, - - - - -		2900 75
	1761 16	
6th year, - - - - -		5001 50
	4661 40	
7th year, - - - - -		6223 89
	2302 75	
8th year, - - - - -		4973 02
	8351 17	

3409

9th year, - - - - - -			2920 37
	1977 57		
10th year, - - - - - -			2880 7
	1768 67		
11th year, - - - - - -			4732 9
	5596 77		
12th year, - - - - - -			2883 72
	2811 98		
13th year, - - - - - -			6973 26
	8199 65		6000
			90 Int
	6000 00		
14 year, - - - - - -			4369 25
	4440 60		
15 year, - - - - - -			4023 20
	2900 03		
	64230 35		66735 07
			64230 35
To 24th April, 1850,			2504 72

Dr. C. S. Fowler in acct. with D. Saunders, acting trustee of the Estate of Edw'd. De Krafft.

May	22,	To Cash, Dist. Funds, - -	1,176	
		Eleven hundred and seventy-six dollars.		
	22,	To Cash, - - - -	5	
July	21,	Newton & Gadsby, July 24, '27, - -	142	
		To Cash, - - - - -	170	
Aug.	17,	To Cash, - - - - - -	700	
Sept.	1,	To do - - - - -	712	85
	6,	To do - - - - - -	128	03
Oct.	1,	To do - - - - -	100	
Dec.	13,	To do Va. - - - -	582	
Jany.	5,	To do 160 Va., 10 Dist., - -	170	
	17,	To do Va. - - - -	175	
	22,	To do Va. - - - - -	175	
	29,	To do " - - - - - -	136	50
Feby.	3,	To do " - - - - -	105	
	"	To do Current, - - - -	800	
	21,	To Gales & Seaton's note due Apl. 1, '42, Ret'd.		
			5,277	38
Apl.	17,	To balance, - - - -	2,970	69

Cr.

1841.				
June	5,	By R. C. Weightman, Gn.	150	
	24,	By do do	142	
Aug.	13,	By do trustee,	320	
Sep.	12,	By do do	150	
Oct.	2,	By do do	50	
Dec.	1,	By Check, do	500	
	9,	" G. C. Grammer,	70	25
	16,	" W. Talbott,	70	
1842.				
Jany.	6,	" R. C. Weightman,	150	
	29,	" A. Rothwell,	203	44
	31,	" C. & R.,	105	
Feby.	15,	" R. C. W.,	246	
Mar.	14,	" do	150	
		Balance,	2,970	69
		Checks returned,	$5,277	38

On the first page of the book is this entry: "CITY OF WASHINGTON, May 22, 1841. "We hereby agree with D. Saunders, acting trustee of Ed. DeKrafft's estate, to receive his deposits and to allow him 6 per cent. interest thereon, he to check at will."

"C. S. FOWLER & Co."

Complainants Claim.

MARY E. BARNEY
vs.
SAUNDERS & WEIGHTMAN.

B 10.

No. 515 Equity.

Statement of Complainant's claim.

1st. The Complainant claims of the Trustee in money the following sums, viz:

Loan to Nathan Smith,	$2,500
" " William Cooper,	5,000
" " Raphael Jones,	2,250
" " Joseph Clarke,	2,500
	$12,250 00

With interest thereon from the 25th July 1835, the day on which the agreement between Saunders & Weightman bears date, or from the first payment of interest on

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the respective loans to Saunders or Weightman, also rcd from Ads of Eleanor DeKraft the sum of	565 90
With interest from the date of Receipt.	$12,815 70
2d. Also with 6 shares of U. S. Bk. stock, -	- 636 00
" with 136 shares Metropolis Bank, - -	3,400
" " 6 " Ches. & Ohio Canal stock,	- 600
" " 25 " W. & Rockve Turnpike, -	500
Columbia Steamboat stock, - - -	- 200
1 Share Washington Theatre, - - -	150
	$5,486 00

3d. The trustees are required to account for theatre stock and the dividends made thereon from 8th Oct. 1834, when Mrs. DeKrafft died.

4. The trustees are also required to account for the rents and profits of the real estate, believed to be 4 houses and lots in the City of Washington, from 8th Oct. 1834, with interest on said rents and profits.

5th. The Complainant shall then require the Auditor to state an account of all the income which the Trustees received, or ought to have recived, quarterly from the said real or personal Estate, and after deducting from such income such annual allowance as the Trustees may show they are entitled to, the Complainant claims that the excess of income should be converted into principal and bear interest to be collected quarterly.

6th. And where any of the principal of the personal Estate may have at any time come into the hands of the Trustees, the Complainant holds them responsible to her for interest thereon, allowing a reasonable time wherein to invest, (say 6 months on the income,) or if the invested sooner then from the time of investment.

7th. The Complainant further claims that out of the Trust monies the defendant Saunders on 31st day of Augt. 1842, purchased of Leonidas Coyle trustee (deed in Liber W. B. No. 95, folio 30) pt lot six (6) in sq. 476 in the City, with a brick stable thereon, and paid for the same $3,300, that afterwards he sold a part of said pt lot 6 to his Co-Trustee as trustee for Miss M. Scott, (by deed dated 21st March 1845, liber W. B., No. 115, folio 214) for which said part he received $3,600, and that the balance of said lot on which he built the house conveyed to Mrs. Barney on the 18th Septr. 1849, was worth $1,200 or $1,500, and the complainant thereof claims said gain of $300 and said part of lot as part of her trust Estate, and is willing to allow for the house thereon $3,000 in settlement with the Trustees.

8. The complainant further claims that the trustees have forfeited all claims to commissions, by mal-administration; that at all events,

Weightman is not entitled to any compensation, he having done nothing; and that the compensation, if allowed to Saunders, should not exceed five per cent on the income.

9th. That under no circumstances could the Trustees invade the principal Estate, to pay repairs, commissions or debts.

10th. That Saunders is not entitled to 5 per cent. commission as admr de b. n., 7½ having been allowed former administratrix. That he ought not to have sold stock to pay himself, he not having recd an order from the Orp Ct.

11. That all usurious interest must be accounted for, as well as the recompense paid by the friend mentioned in the answer.

12th. That the Trustees are responsible for the Fowler deposit from Octr, made 22 May, 1841, amounting to $3970.

13th. That until complainant was 10 years of age her maintenance and education shold not exceed $300; after that, until 14, over $400; after that, until marriage, $500.

14th. That the trip to the Va Spring (Ball) in 1841, costing upwards of $525, will be disputed, no vouchers being produced. Mentioned as one of the exhibits of R C Weightman the Dr, Dentists bills, and the charge of $6 per month for board of servant girl.

15th. That complainant further claims a separate annual statement of the rent of each house, deducting the repairs, insurance and Taxes, &c., as well as a separate statement of each loan (original or otherwise) or investment, the interest and income of each when collected, and invested to whom, and for what length of time, and the income from the income.

16th. The Complainant does not limit herself to these claims, but reserves the right to vary them according to the evidence, and also to make any additional claims. She will prove the various breaches of alleged in the Bill and Petition.

JNO. H. LINTON,
Atty for Complt.

June 17, '50.

MARY E. DE KRAFFT, by her next friend, MAXWELL WOODHULL,
vs.
D. SAUNDERS and R. C. WEIGHTMAN.

B. 8.
In Equity.
No. 515.
R. 2.

Complainants demand for Books, &c.

1st. The complainant requires of the Trustees of Edward De Krafft the production before the Auditor of the Original books and papers

containing an account of the real Estate and of all the principal of the personal Estate which came into their possession in 1834 or 35, or since the death of Mrs. E. De Krafft, also the original books and papers containing an account of the yearly income, interest and dividends of the personal Estate, and the rents and profits of the real Estate; all the books and papers containing an account of the investment, reinvestments, loans and deposits, from the time they entered on their trust up to the present.

2d. Complainant requires of the Trustees the production of the deeds and other papers securing the loans to Richard H. Weightman, Judge Douglass, and others.

3d. Complainant requires of the Trustees the name of the friend mentioned in D. Saunders' answer, who had the use of $1000 of the Trust fund, & paid said Saunders a pecuniary equivalent.

JNO. H. LINTON,
for complt.

July 25.

MARY E. DE KRAFFT, by her next friend, &c., B. 9.

vs.

D. SAUNDERS & R. C. WEIGHTMAN. R. 3.

Ans of D S to same.

1st. The defendant, David Saunders, has been served with a notice to produce certain books and papers, set out in a memorandum filed with the Auditor, and dated 25th July; and as to so much of said notice as is marked 1, he says:

He has no original books or papers containing an account of the real Estate and of all the principal of the personal Estate which came into his possession in 1834 or '35, since the death of Edwd De Krafft, and no original book or paper containing an account of the yearly income, interest and dividends of the personal Estate, and the rents and profits of the real Estate; nor any book or paper containing an account of the investment, reinvestment, loans and deposits, from the time he entered on his trust to the present time, other than the book already produced to and filed with the Auditor. And by way of explanation thereof, he says, at first he kept his accounts in small memorandum books and pieces of paper, which he kept separate to themselves; and several years ago, and before any controversy had arisen with the complainant, being apprehensive that some difficulty or confusion might arise from that mode of keeping his accounts, he employed a competent

clerk to open a book for him and state all the accounts of the Estate; to him he gave all the books and papers relating to the Estate, and from them, that clerk, Mr. J. H. Robbins, prepared a book of the whole accounts of the Estate, that was afterwards carefully examined and compared by the defendant and Mr. Robbins with the original memoranda, and they found some errors in it which required correction; this led to a restatement of the whole accounts by Mr. Robbins, in the book already filed with the Auditor, and that being found correct on close examination, was thereafter kept by Mr. Robbins for some time, and afterwards by this defendant, and is the original book of Entries.

The papers and books from which these entries were made, except the vouchers for the Expenditures and the evidences of the investments, were not deemed of any value, and as this defendant believes, were not preserved. He says he believes, because he has no personal knowledge of their destruction. All the books and papers were placed by him, as he believes, in the hands of his son, John H. Saunders, as counsel to examine and compare the said account, and he understood from him they were of no value. He has gone to California, leaving all the books and papers belonging to this estate in the possession of this defendant.

This defendant has in vain searched for any original book or paper other than those produced, and cannot find any. He himself attached no value to them after had compared them with the account.

As to so much of the notice marked No. 2, he says he produces them.

As to the 3d, he denies the right of the complainant to require of him the name of this person, and declines to give it; and finally, he says he has submitted to the auditor all the evidence in his possession.

D. SAUNDERS.

Evid. of J. H. Bradley.

After the death of R. Wallach, senior, the Trustees of the Estate of Edward De Krafft, deceased, Messrs. Saunders & Weightman, occasionally consulted me as his counsel for said Estate.

I remember quite distinctly that I was called upon for my advice and opinion in regard to their removing their deposit from the Patriotic Bank (I believe) to Messrs. C. S. Fowler & Co., and the general facts stated by them. They were in substance, that as Trustees they were obliged to keep on hand a sum of money to meet casual repairs and other expenses of the Estate, and sometimes there was a considerable accumulation of funds waiting for investment; that the Bank in which the kept their account was not willing to

receive on general deposit such paper as they were obliged to take in payment of dues to the Estate; nor would it allow any interest on their deposit, and besides, they or one of them expressed doubts about the safety of the money deposited by them, and on the contrary, the Fowlers would receive any paper they took in the ordinary course of their business, and allow them interest on such deposits, with the right to check at any time; and they wished to learn from me my view of their rights and liabilities as Trustees under the will of Mr. DeKrafft in regard to such sums of money before they were invested.

I have previously examined the will, but I do not now recollect that I then again examined it. I was the counsel of C. S. Fowler & Co., and believed I knew their situation and responsibility, and on mature reflection I advised said Trustees that they were not bound to use any greater care or diligence in respect to the deposit of their Trust funds than a prudent man would use as to his own. I stated I knew that such persons kept their accounts with C. S. Fowler & Co., and I had no doubt of their right as Trustees to do so also; and especially as the fund would then be bearing interest. I thought it proper for them to transfer their account to that house, looking to it as a deposit only waiting for use and investment.

I had occasion to know they did then transfer their account to C. S. Fowler & Co., and continued it there until the failure of that house, and the transfer of its assets under a deed of trust to C. F. Freary and myself. I have had occasion to examine the affairs of that house as Trustee, and to be fully satisfied from such examination that at the time the Trustees opened their said account it was as safe as any house could be.

On cross-examination, Mr. Bradley stated:—

The Patriotic Bank took Virginia Bank notes in 1841–42, on special deposit. As well as I recollect Fowler & Co. received Virginia notes as cash, and allowed interest as on other funds. I kept my own account at the above period in the Patriotic Bank.

I cannot say whether in '41, '42 that Bank was a safe place of deposit. I never thought the bank was not able to pay of its deposits and circulation, but there was a period, when if there had been a run on the institution, it is doubtful in my mind whether it could have paid its deposits and circulation on demand, and without time and assistance. I am not able to state that period. What I mean to say is, that the discount list and assets of the Bank were always abundantly sufficient to meet its liabilities, but not convertible into money at a moment's notice. My impression is that this state of things was earlier than 1841. I cannot say whether from May '41 to May '42 the Bank received on deposit the paper that formed the circulating medium of the District. I know of no facts from which I could form

an opinion as to the safety of the Bank of Washington and Bank of Metropolis as places of deposit in 1841–'42, nor whether they were as safe places for that purpose as Fowler & Co. I have stated above what I know of the Patriotic Bank. I have reason to know that in 1841 Fowler & Co. were rich, and I then expressed the opinion to the trustees that that house was a safe place of deposit. C. S. Fowler & Co. were not speculators in 1841; did not suspect their solidity until instructed to prepare the deed of trust to Frary and myself. I did did not then know that Sylvester Fowler, the brother of C. S. Fowler, was engaged in speculations, though I have since learned that he was. I knew then that drafts were occasionally drawn by him, which the house of C. S. Fowler & Co. provided for, but I do not recollect more than two or three instances, and these were not large amounts.

On re-examination he stated

The books of C. S. Fowler & Co. which came to my hands showed that some of the merchants of the District, and other persons, kept money on deposit with C. S. Fowler & Co.

C. S. Fowler & Co. were brokers and bankers—receiving money on deposit, discounting paper, lending money, issuing notes, buying and selling paper, and such other business as is generally pursued by brokers and bankers.

Re-cross-examined.

I cannot say which of the trustees expressed doubts about the safety of the deposit in the Patriotic Bank, or whether both did or not.

I certainly did in substance advise them to make the removal of their deposit, although I cannot state the terms of that advice.

JOS. H. BRADLEY.

Deposition of Charles F. Frary, produced by defendants.

1 Interrogatory. Were you cashier or clerk for C. S. Fowler & Co. from the 22 May, 1841, to the date of their assignment in trust?

Answer. I was.

2d. What was their condition and standing as brokers between those dates?

Answer. They were in good standing at those dates, and up to the time of their suspension.

3d. Were they considered and generally used by merchants and others as a place of deposit between those dates?

Answer. They were.

4. Did men of prudence then deposit with them?

Answer. They did.

5. Did they allow at that time interest on general deposits, either generally or by special agreement?

Answer. They allowed interest on general deposits by specia agreement. There were some deposits on which no interest wa allowed.

6*th.* Do u recollect whether they agreed to allow interest on gen eral deposits made by the Trustees of Edward DeKraff's Estate?

Answer.—It was always my understanding that they did.

7*th.* Do you recollect whether that was one of the inducements to said Trustees to place their deposits with C. S. Fowler & Co. (Objected to.)

Answer recorded subject to objection. It was my opinion, I never conversed with the Trustees on the subject, but my opinion or impression was based upon conversations either with Mr. Prout or C. S. Fowler. The firm of C. S. Fowler consisted of Sylvester L. Fowler, C. S. Fowler & Wm. Prout.

8*th.* Did the Banks of the District at that time allow interest on general deposits?

Answer. I believe they did not.

9*th.* Was it considered at that date that the house of C. S. Fowler & Co. was as safe a place of deposit as any of the Banks of the district?

Answer. They were so considered by the community generally of business men.

10th. Name, if you can, the depositors with them?

Answer.—Frank Taylor, Bradley & Catlett; R. C. Weightman on his private account; many others made deposits for a short time.

11. Did the Banks of this District at that date, receive on general deposit, promiscuous funds, Virginia and other funds?

Answer.—They received District funds, by which I mean notes of the District banks, and not individual notes, Virginia Bank notes were partially received by them to a small extent.

12th. Did C. S. Fowler & Co. receive of the Trustees of DeKrafft, promiscuous funds or not, on general deposit?

Answer.—I think promiscuous funds were received from the Trustees on deposit.

13th. At the date of the assignment made by C. S. Fowler & Co. to yourself and Mr. Bradley, did you from any knowledge of their affairs, consider that they had assets sufficient to pay all liabilities, if properly managed?

Answer.—I did so consider, and that they had a surplus.

Upon cross-examination, he answered the interrogatories as follows:

1st. Was the firm of C. S. Fowler & Co., speculating in cotton in 1841 and '42?

Answer.—No.

2d. Did or did not, S. L. Fowler draw large drafts in 1841 and '42, in Fowler & Co.?

Answer.—He drew drafts anterior to 1841, which were paid during 1841 and 1842. Those drafts were not drawn on the firm of C. S. Fowler & Co., but on S. L. Fowler & brothers, of Baltimore. He did not draw drafts on C. S. Fowler & Co.

3d. Did they allow interest on general deposits?

Answer.—The did on deposits that were made with the understanding that interest was to be allowed. If Virginia Bank notes formed a part of such deposits, interest was paid on them.

4th. When Virginia money was deposited, was it drawn out so by check?

Answer.—Generally, but not always; sometimes the Virginia Bank notes were preferred to District money.

5th. Did Messrs. Taylor, Bradley and Catlitt, and others, deposit promiscuously?

Answer.—They did, and had interest allowed on whatever went to their credit.

6th. Would not the Banks of the District receive Virginia money on special deposits?

Answer.—So far as this; when received, they paid the checks of the depositor in such money. They were in the habit of receiving from their large customers, small sums of Virginia money in connection with District funds, and entered it generally to the credit of such customers, and permitted them to check as they pleased; at one time they would not receive Virginia money.

7th. In whose name were the funds of E. DeKrafft's estate deposited?

Answer.—In the name of D. Saunders, as acting trustee.

8th. Did C. S. Fowler & Co. permit the acting trustee to check for bankable money when Virginia funds had been deposited?

Answer.—According to my recollection, Mr. Saunders deposited indifferently in Virginia or specie funds, and was allowed to check for either as he pleased.

9th. Did you think the Bank of Metropolis and Patriotic Bank in 1841, safe places of deposit?

Answer.—I thought they were.

10th. Did they redeem their paper in specie?

Answer.—I do not recollect distinctly, whether they did in 1841 and 1842; I think, however, they did.

11th. Did C. S. Fowler & Co. redeem their notes in specie or Virginia funds?

Answer.—They received Virginia money for their notes, and paid them with such funds. The notes were payable on their face, in Virginia notes. After their failure, the notes were paid in specie or Virga notes, as the Trustees had funds.

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12th. Were all these notes redeemed after their failure? were any of the depositors paid?

Answer.—Up to the time of my ceasing to be assignee, all the notes presented were paid. No deposits were paid unless the depositors had offsets which were allowed. The time for paying depositors had not arrived, by the terms of the deed of trust, when I ceased to be assignee.

13th. Were notes held by your joint assignee redeemed?

Answer.—If presented, they were; he may not have presented some, I think Mr. Bradley said, after I had ceased to be assignee, that he had a small amount of notes which he had not presented. I was the acting Trustee, I acted 8 or 10 months; C. S. Fowler was declared a bankrupt, and the trust was taken out of our hands. All the books and everything in my possession, were delivered to D. A. Hall, the assignee in bankruptcy. If the assets in our hands had not been taken from us, they would have been sufficient to pay Fowler & Co.'s circulation and depositors.

14th. At what period in 1841 & '42 did Fowler & Co. pay interest on their deposits? And did they ever pay any to the acting Trustee of this Estate?

Answer.—They had no fixed period for paying interest. When the Bank-book was settled, the interest was calculated to that time and carried to the credit of the depositor. To the best of my knowledge there was no settlement of Mr. Saunders' Bank-book as Trustee, and therefore no credit was given for the interest.

15. What amount did C. S. Fowler & Co. fail for, and what amount did you redeem of their circulation, and what sum was in their hands at the time of failure.

Answer.—The entire liability of the firm was about $90,000; some of the debts included in that amount were collaterally secured. Their assets, at the estimated value put upon them by me after the suspension of the firm, amounted to about $143,000. The debtors of the firm were graded as good and doubtful; the good only were included in the estimate. About two-thirds of the small notes were redeemed, the circulation amounting amounting to about $17,000. I am unable to state the amount of the deposits; they are included in the above statement of the liabilities. I do not recollect precisely the amount of the cash on hand; it was something less than $1,000. They could at the time of their failure have any day raised from $15,000 to $25,000. I dissuaded against making the assignment.

16th. Were any of the creditors of C. S. Fowler & Co., except preferred creditors, paid?

Answer.—There were several settlements made. The parties who held collateral security were settled with, and the security taken back.

Re-examined in chief.

1st. Was it considered safe and profitable for brokers to receive money on deposit, and pay interest therefor?

Answer.—Decidedly safe, and decidedly profitable. The legitimate business of a broker will justify his taking money on loan or deposit at six per cent. interest.

2d. As a business man, would you at that time have made your deposits with C. S. Fowler & Co. and considered it safe, and would you have done so with funds in your hands as Trustee, and belonging to others? (Objected to; answer recorded, subject to objection.)

Answer.—I would.

Re-cross Examined.

1. Would you as trustee have removed trust funds from the Patriotic Bank in 1841 and 1842 to C. S. Fowler & Cos.?

Answer.—I would, if I could have got 6 per cent. interest.

2d. Would you have removed them because you considered the Bank not a safe place of deposit?

Answer.—I would not from any apprehension of safety, but I would for the sake of the 6 per cent. interest; both being considered by me safe places of deposit.

Enoch Ridgeway's deposition.

I did the work charged in the bills of the several dates of 4th Jany, 1843, 1 July, 1843, and 6th July, 1844. The work was done by directions of D. Saunders, who paid me the amounts stated in the bills. The repairs were proper and necessary, and price charged fair and reasonable. The slating was on the stable. It had been burnt. The insurance office offered to rebuild, and the trustees preferred putting on slate.

Charles Edmonson's deposition.

He did the work charged in the bills under date 20th Novr. 1844 and 1 July, 1844. Mr. Saunders employed him, and paid the amounts stated in the bills. The work charged in the first bill was done on the 3 story house on 7th street, and the other on the two story house on 10th street; the repairs were necessary in both instances, and the prices charged are the usual charges for such work.

James Towles' Deposition.

The voucher for the item charged in the defts account of the 17th October, 1835. The work was done at the house opposite the post-office; the prices are fair, and the amount charged was paid by D.

Saunders. On cross-examination he stated that the work was all done on that house lot. He thinks Mrs. Dyer lived there at that time.

The item of May 5th, 1836, was for work done on the house where Mr. De Krafft resided; the lumber is charged in the bill of the 24th June. The repairs charged in the bill of 11th June were done on the house on 10th street. Those charged on the 24th, on the house at the corner of 7th street and Louisiana avenue; he did the carpenters work, and superintended the other; the vouchers produced are all included in his bill.

The work charged in the following items was done 25th July, 1836, on the three story house opposite the post-office; 24 Sept '36, on the house where De Krafft resided; 27 May, 1837, in part for each of the houses on 7th street, three story and two story, and on 10th street. 13 Novr 1838, the work charged was done. So on 27th June, 13 July and 7 Septr 1839, to the house where Mr. De Krafft resided; and on the 16th Jany, 1840, to the two story house on 10th street, except one item of a dollar to the house on 7th street; on 4 Decr, to house on 10th street; 2d March, 1841, to house on 7th street and corner of Louisa avenue, & on 31st Octr 1842 to the double house.

The repairs above referred to were highly necessary, the property was in bad condition, the prices charged are reasonable, and the several sums charged were paid by Mr. Saunders; he gave great attention to the property, and was close in making bargains.

The item of $966 26 of the 11th April, 1838, was for building an addition to and for repairs on the house on 7th street. The contract price for building the addition was $797. The bill also contains a charge for slating on the corner house. This was done under his direction. The whole bill was paid to him by Mr. D. Saunders. The rent of the house on 7th street was $200 before building the addition; it was increased to 4, 5 and $600; he think Symmes paid $650.

He built the House on E Street, between 6th and 7th streets, in this City, where Mr. Barney and his family now reside, for Mr. Saunders. It and all the improvements on the lot cost about $6030. The bills, Estimates and measurements show this to have been the cost (Mr. Linton required the production of these). He did not build the Stable, but finished it; the expense is included in the above sum. The house is built of the best materials, is well finished, and has every convenience — water closets, double partitions except the parlors, double in the cellar, speaking trumpets throughout. The roof was made heavy with the intention of sustaining an observatory, the joists were double to sustain the partition. Mrs. Benning wished to purchase the property of Mr. Saunders in 1843–44, and authorized deponent to offer Mr. Saunders $6500, which he did, but he required $7000. Mrs. Benning is dead. She authorized him to purchase a lot in the

same square. He applied to Mr. Fletcher, who asked 62 or 75 cents per square foot; he thinks he offered 62 cents for her. The house, lot and stable two years ago were worth $7500 or $7600.

On cross examination, he stated that his estimate of the value was made from the vouchers. The stable in its present condition is worth about $600; the lot and stable, before he began to build the house, from 1500 to $1800. The lot has about 20 feet front; it is paved; there is a cistern. The walls of the house were built in part on those of the adjoining house; 14 inch walls at bottom; 9 inches for side walls. He thinks if set up at auction two years ago, the property would have brought not less than $6000. I would rent now for $500 a year. At the time the houses came into Mr. Saunders possession. it was in bad repair. What he said as to its condition in his examination in chief, had reference to that period and down to 1839.

Mr. Towles on a subsequent day produced the several bills, vouchers and estimates, to which he had referred in his examination in chief, to verify his statement, that the house and improvements on E street cost $6030, and stated, on cross examination by Mr. Linton, that he had not these documents at the time of his examination, but had since obtained all of them from Mr. Saunders, except Plantts, that he obtained from him.

Mr. Linton examined the bills, &c., and objected to them, but proceeded to cross examine upon them; in the course of which Mr. Towles stated that all the work charged for had been done, and that such of the work as he did not do himself, he knows was done. The bills having been first submitted to him before payment. Mudds bill, though not receipted, was paid by Mr. Saunders to him. Plantts bill was made out a few days ago at his request; he had a similar bill some time ago which he mislaid; this was made out in consequence. He did not see Plantts bill paid. The house was finished in Feby or Mar, 1843; and the work charged in all the bills (of which he files a list with the bills) was done upon this house & stable; the items of $170 and $312 in Plantts bill are estimates. The stable is 3 stories; he did part of the work himself; it is about 22 by 16 feet; pretty well finished. He believes the whole of the work cost more than $7030.

In fixing that value he spoke not from the papers now produced, but from notes he had and from his recollection, having frequently been over the building.

The bills, &c., are filed.

George H. Plantts Deposition.

I made the sewer charged in the item of the 6th June, 1842. The first cost was to have been $600, but it was increased to $650 in consequence of having to carry it farther down 7th street. The main

stem starts from DeKraffts two houses on 7th street; there is a branch draining Callins property and the lot on which D. Saunders built the house in which Mr. Barney now resides. My contract was made with Messrs. Saunders & Callin. The apportionment was left to me. I assessed $350 to DeKrafft's estate, and $150 to each of the other parties benefitted, namely, Callan & Saunders. I thought Mr. Saunders ought not to pay more than $100, but he paid me $500 & Callan $150.

On cross-examination. I assessed more to DeKraffts two houses than to Callans, who had also two, because the cutting was deeper towards DeKraffts.

The branch sewer was made to drain a lot on which Saunders was about to build a house. It was not made to connect with Monroe's house, which Mr. Saunders had owned, and I do not know that it does connect with such house. I may have said to you (Mr. Linton) in Novr last, that the sewer originally cost $565 or $600, but I had no data to go by, it was a street conversation; I may have answered several times in the same way. I have thought about it since, and can answer precisely that the cost and apportionment were as above stated. It was necessary to go through Callans property to get at DeKraffts; could not have gone up 7th street without an increased expense of $100. Mr. R. Semmes paid an order Mr. Callan had given me on account of his $150, also for the branch connecting his property with the main stem, but he never paid me anything for the privilege of using the main stem, and I do not know that anything was paid by him to any other person.

He was again examined in chief as to the items under date of 12 Decr, 1842, 21 Septr & 23d Decr, 1843, 12 Mar. 1844, 23d Septr, 1846, and 1847. The work was all done upon the several buildings mentioned in the vouchers, which had been known to him, the prices are reasonable, the repairs were necessary: and the bills were paid. The last bill was for building a house for John W. DeKrafft, $2,500, having been loaned to him for that purpose by the Trustees at Mrs. Barneys request. His own bill of was paid to him by Mr. Saunders, except the two items of $170 for gable walls, and $312 for the brick work to the stable; these are estimates, and are put in his bill at Mr. Towles request, who had asked him to make these estimates. When he made the first bill for Mr. Towles he measured the stable. It was on the lot before the house was commenced. He took only half of each wall between Saunders and Rice and Monroe.

All the work done by him was necessary and proper. Mr. Saunders acted more cautiously and closely about the DeKrafft property than his own. His own bill was made out a few days ago at Mr. Towles' request. It was objected to by Mr. Linton, with the others.

Ann Hansons deposition on the part of Defts.

1*st.* Have you been an intimate of Genl Weightman's family for some years past, and how long?

Answer.—I have for 12 or 14 years.

2*d.* Were you so at the time Mary E. Barney was taken to reside in the family?

Answer.—Not at the time; she was a little girl; I came about 2 years afterwards.

3*d.* Do you know under what circumstances she was taken to reside there?

Answer.—Genl Weightman was appointed her guardian.

4*th.* What was her treatment while a member of his family?

Answer.—The kindest imaginable.

5*th.* Was she treated in all respects as one of his own children?

Answer.—Entirely so, even to the excitement of their jealousy in consequence of his and my attention to her.

6th. After Mrs. Weightmans death, who had the management of his household affairs?

Answer.—I had.

7th. Did the fact of Miss DeKraffts being in the family cause in any way unusual expense?

Answer.—It did.

8th. Did or not Genl W. have to incur expenses on her account and for her comfort that would not otherwise have been incurred?

Answer.—I think he had.

9th. What sum per year do you think would have covered the expense of her board, education, Physicians bills and other necessary expenditures? (Objected to by Mr. Linton; answer subject to objection.) I do not think $600 a year was enough. No money could have paid for the kindness and attention she received.

10th. Did, or not, she have a servant hired for her?

Answer.—She had her own servant with her.

11. Was that servant a benefit or incumbrance in Genl Weightmans family?

Answer.—She was no benefit; she was a sickly girl; washed her own clothes, but not Miss DeKraffts; did a few things about the house, and some mending for her Mistress.

12. Why was that servant kept with her?

The Girl's mother died, and requested Mrs. Weightman to take her and bring her up till 16. She was a favorite servant in the De Krafft family.

13th. Was, or was not, the board of that servant furnished by Genl Weightman?

Answer.—It was.

14. What was the increase of expense?

Answer.—I cannot say; she did not earn her board.

15th. Was Miss De Krafft desirous that she should be kept with her?

Answer.—I never heard her express any desire one way or the other; they were fond of each other.

16. You are certain the expences incurred for Miss De Krafft were more than $600 per annum? (Objected to.)

Answer.—I think they were.

17. Have you any knowledge of Miss De Krafft being diseased, & of its being advised by Physicians to visit the Springs? And if so, state the nature of her disease.

Answer.—She had rheumatism in the neck; her head was twisted round so that she had to turn her body either to speak or to look at you. Dr. Lindsley advised sending her to the springs; she went to Berkley and other springs. I do not recollect how long she was gone. I paid a visit to Philadelphia of six or seven weeks while she was absent. She left before I did, and had not returned when I came back. Mrs. Saunders went with her; an experienced nurse was employed, who also went. We tried to obtain Fanny Shorter, but did not succeed; her charge would have been $20 per month. I do not know what was paid to the nurse who went; she remained with her during the whole of her absence. Some gentlemen went to Escort them there. Mrs. Saunders was unable to remain the whole time, and upon her return Genl Weightman prevailed upon my sister, Mrs. Hanson, to take her place. Both she and Mrs. Sanders went with great reluctance. Some one, but I do not know who, accompanied Mrs. Hanson. It was necessary, as well as proper, that an elderly lady should be with her. She was then about ten years of age. Before going, a consultation was had by Dr. Lindsey with, I think, Dr. Miller; the latter advised an operation; Dr. Lindsley preferred trying the Springs. She was benefitted; on her return her neck was still twisted, but by great care and good nursing during the ensuing winter, she was quite restored. I think she would not have been but for the trip to the Springs. I believe Genl Weightman paid all expenses.

18th. While in his family, who paid for her schooling, clothing, and other expenses?

Answer.—He did, & also supplied her with pocket money.

19th. Did she, or not, spend freely?

Answer.—Yes, freely. My mother lived in the family; died about two years since. Miss De Krafft was about ten years and a half in the family.

Cross-examination.

1st. Do you, or not, know the year in which Miss DeKrafft came to live with Genl Weightman, and her age at that time?

Answer.—I do not.

2*d.* Did she have a separate room, or sleep with Genl Weightman children?

Answer.—When she first came she slept in the nursery with the other children, in a separate bed. When about 12 years old, she roomed with Miss Weightman. Ater she left, Miss DeKrafft had a room to herself for two or three years.

3*d.* How old was she when she left Genl Weightman?

Answer.—Over 16 years. I do not recollect the year.

4*th.* Do you think that her expences when six years old, exceeded $600 per annum?

Answer. No; Genl Weightman then received but $400. I think the expense amounted to $600 when she was seven years old; she dressed more. After ten years of age, I think her expences exceeded $600 per year.

5th. A what age did she commence going to school?

Answer.—She went as soon as she came to Genl Weightmans. I do not know what was paid. She dressed well and properly, and had the best of everything. Genl Weightman had much trouble and care; no money would compensate.

6th. At what period did the servant girl come?

I think about a year after Miss DeKrafft. I do not know her age when she came; she died about 15 years of age.

7th. Did she do anything about the house when ordered?

She was a servant there, but did very little and did not earn her board. I do not think she cleaned up the rooms, except perhaps the nursery. She was always weakly—never scoured; was a good seamstress, but slow; did not make Miss DeKraffts clothes, and did very little sowing for any one. Her being there did not obviate the necessity of hiring another servant. She was a good-hearted and amiable girl, of better disposition and sense than her mistress.

8th. At what period of the year did Miss DeKrafft start for the springs?

Answer.—It was summer; she was there more than two months. Her servant girl remained at Genl Weightmans whte her mistress was away, but was of no use to the family.

9th. What other Springs did she go to bisides Berkley?

Answer.—Shannondate.

10. Did Mrs. Saunders take any one with her but Miss DeKrafft and the servant?

I do not know who went with them.

11. How much pocket-money did she spend per week?

I cannot say; but Genl Weightman gave freely, and she spent freely; got it whenever she wanted it.

12th. Where was she educated?

In Washington chiefly. She went first to Mrs. Cruikshanks, then

to Mrs. Fleichmans, and afterwards to Miss Mercers in Virginia. Teachers were employed in the house; a French teacher has been so employed for eighteen months before she went to Mrs. Fleichmans. She remained at home a year in consequence of her neck. I think she was at Mrs. Fleichmans 3 years, and one term of five months at Miss Mercers. When at home, I spent an hour and a half every morning teaching her music.

Re-examined in chief.

Do you recollect whether Genl Weightman was pressed by any one to take her into his family?

Answer.—He was very much, by Mr. and Mrs. Saunders; she was taken with great reluctance especially by Mrs. Weightman. She had relatives, but after the death of her grandfather Dewes, with whom she resided till his death, she had no other relatives with whom it was thought proper to place her.

Complainants Testimony.

Chancey Bestors deposition.

1. Were you Cashier in the Patriotic Bank in 1841 and 1842?

Answer.—I was teller in 1841.

2d. Was that Bank a safe place of deposit in 1841 and '42?

I considered it so. It redeemed its notes in specie, while all the other banks had suspended.

3d. Did that Bank receive Virginia money on deposit, and permit depositors to check? And did, or not, the Trustees of Ed DeKrafft deposit and check in Virginia money during '40 & '41?

Answer.—In July, 1840, the deposited $1015 in Virginia money. It was drawn out in 1841, but whether checked for in Virginia money I cannot say. It was not the custom of the bank to pay specie funds when Virginia paper was deposited. The balance of the Trustees account $128 03 was checked out the 9th Septr, 1841. When specie funds were checked for on Virga deposits, the difference was charged, being the discount on Virga paper, but the Bank books do not always show the charge.

4th. If there had been a run on the Patriotic Bank in 1841 and '42, could they have paid their circulation and deposits?

Answer.—I cannot say whether they had specie enough. They could have satisfied them by giving good cash paper, by which I mean good individual and other notes.

Cross-Examined.

1st. Did the Patriotic Bank at any time pay interest on deposits?

Answer.—Never.

2*d*. Were you acquainted with the standing of C S Fowler & Co, as brokers and Bankers in 1841 and 1842, and what was it?

Answer.—I considered them in good credit until they failed.

3d. Did you give them credit at those dates in your Bank?

The Bank gave them credit up to the time of their failure, by cashing their drafts at six to ten days on Sylvester L. Fowler & Co., of Baltimore.

4th. Were they or not at that time, considered by the community of buseness men, as a safe place of deposit?

Answer.—I do not know whether the community considered them such.

5. Did not some of the business men of the city deposit with them?

Answer.—I do not know.

Re-examined by compl't.

Did the Patriotic Bank receive the notes of C. S. Fowler & Co. on deposit?

Answer.—No, nor any other small notes.

Whitman C. Bestors Deposition.

1st. Was the Patriotic Bank a safe place of deposit in 1841 and '42, and did it redeem its circulation in specie?

Answer.—I considered it so; it did redeem its circulation in specie.

2d. Did it receive Virginia money on deposit, and permit it to be checked for?

They received Virginia paper on deposit, and permitted it or its equivalent to be checked for. I do not know how general the practice was with the banks. That bank was as safe a place of deposit in '41 and '42, as I could have desired.

3d. Did you live with Fowler & Co. in 1841 and '42, and in what capacity?

Answer.—As clark, at the time of their failure, and for two or three years previous.

4th. What was their liabilities at the time of their failure, and what their good assets?

Answer.—I speak from memory. My impression is that their liabilities were about $80,000.

I cannot say as to their assetts; do not think the good assets amounted to $100,000. I thought at the time of failure, the concern

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could not pay its debts. I do not know the amount of cash on hand when they failed.

Cross-examination.

1st. Did you have anything to do in winding up the affairs of C. S. Fowler & Co.?

Answer.—I was clerk to the Trustees in collecting the debts.

2d. In 1841 and '42, was the concern of C. S. Fowler & Co. used as a place of deposit by any of the business men of the city?

Answer.—It was.

3d. Did you or not at that time, consider it a safe place of deposit?

Answer.—I did not, knowing what I did from my situation as clerk.

4th. What was considered of it by the community generally, at that time?

Answer.—Its credit was considered good beyond a doubt, as far as I knew. They had been in existence as a house of business, for twenty years. I never heard any suspicion expressed.

5th. Was it possible for depositors to know the facts from which you derived your personal opinion?

Answer.—Undoubtedly not.

6. Was it used as a place of deposit by men who in your opinion were prudent and good business men?

Answer.—The depositors were generally men of that character.

7. You say "you did not think C. S. Fowler & Co. a safe place of deposit in the year 1841." What time in the year 1841 or 1842, did you first think it unsafe?

I cannot answer this without reference to the Ledger.

8. What place did C. F. Frary hold in that firm, and what opportunities had he to know the condition of the firm?

He was principal clerk, and had every opportunity to know. He had the confidence of Mr. Fowler.

9th. How old was you in March, 1842?

I was about 20 years.

10th. What were the facts from which you formed that opinion?

I kept the books, settled the cash account, and sometimes wrote the letters, made out the monthly balance sheet, and took charge of the office in the absence of Mr. Frary, Mr. Fowler and Mr. Prout. These means ought, and I think did show the amount of the assets and liabilities. I can recollect no facts which do not appear in this way, to show the condition of the house; the facts on which my opinion was founded, will appear in this way; there was no concealment up to the time of failure, from me, and I considered myself in the confidence of Mr. Fowler.

11th. Will the letter books and the business books of the firm, show its condition from time to time for the year preceding the failure?

Answer.—They will.

Re-examined in chief.

In what state was their assets and balances, a year prior to their failure?

Answer.—I think materially the same as at the time of failure, but I would rather see the ledger before answering this question.

Benjamin F. Middleton's deposition.

1. What is the value of the stock of the National Hotel if set up now and sold at auction, incumbered by its proportion of liability for improvements already and hereafter to be incurred, and supposing $50,000 additional improvements should be made?

Answer.—Without incumbrances, I would not like to own such property under existing circumstances. I would not be willing to give fifty cents in the dollar for it. In August, 1849, a thousand dollars worth of the stock was sold at private sale for $500.

Cross Examined.

Do you know what interest the stock of that Hotel pays now?

Answer.—The concern has brought the owners in debt the last six years, taking into consideration the lost time in renting and the expenses of improving.

Re-examined.

Have you any of the notes of C. S. Fowler & Co.—were they presented to the Trustees for payment after their failure—were they paid?

I have some of the Notes. Those on hand at the failure were redeemed by the Trustees. Others were taken afterwards which were presented, but not redeemed.

Stanislaus Murray's deposition.

I am guardian for Miss Hamilton, ono of five children; was appointed about a year ago, on the death of her former Guardian in Charles county, Maryland. She is at school at the visitation at Frederick—is about 16 years of age. Her income from her portion of her father's Estate is about $240. I am not permitted by the court to exceed the income. It arises from real Estate, negroes, and some debts, the personal Estate being more valuable than the real. On the settlement of the former guardian's account about a year ago, she was brought in debt about $28: there was due to the visitation

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about $203, whcih I paid, part being in advance, and running into my time as guardian. Her income did not entirely pay her board, clothes, tuition and pocket money. The former guardian's settlement embraced a period of about seven years. She was supplied with more clothes on my appointment, and is now about $250 in my debt. I have received the income for '48, and when that for '49 comes in the account will be about balanced for all expenses of every kind. Her total expenses for this year will be about $250. The school is deemed a cheap one, but all the higher branches are taught. She is well versed in French, knows something of Spanish and Italian—learnt music, but abandoned it a year ago, having no ear for it. She has an interest of one-fifth in about eight or ten thousand dollars, a trust fund, the interest of which is directed to be invested and accumulated, and does not come to the Guardian's hands.

David A. Hall's Deposition. (Objected to.)

1. How long after the failure of Fowler & Co. was it that you received the assets as assignee under the Bankruptcy, and what amount of good and available assets came to your hands?

Answer.—In June, 1843, the papers came into my hands. It is impossible for me to say what good and available assets came to my hands; $500 would more than cover all I have realized from them.

2. Have you, or not, as assignee endeavored, through collectors, to collect the debts due to the firm of C. S. Fowler & Co.?

Answer.—I have, but with very indifferent success.

Cross Examined.

1st. What was the amount of the schedule put into your hands of the assets?

Answer.—When the papers came to my hands the Ledger of the Trustees, Bradley & Frary, accompanied them, at the latter end of which was a schedule purporting to be a list of the claims due the Estate of C. S. Fowler & Co., and a list of claims, in a bundle, which were also delivered to me. The aggregate amount of the two lists was $102,650 17.

2. Have you any data from which you can state the amount of indebtedness at that time?

I have not, in my possession; the only means I have are the Bankrupt proceedings in the case of C. S. Fowler & Co.

Re-examined.

Did you compare the books of the Trustees with the books of C. S. Fowler & Co.

Answer.—I never made any general labored comparison.

Edward N. Roach's Deposition.

1st. Are you Register of Wills for this county?

I am.

2d. Do or not the records and proceedings of the Orphans Court in 1835 and 1836 show any order of the Court for the sale of Metropolis Bank stock by D. Saunders admr. de bonis non of Edwd DeKrafft?

Answer.—They do not.

3d. Was or was not General Weightman guardian of Mary E. DeKrafft (now Barney) from 12th Sept. 1836 up to the year 1847?

Answer.—He was from '36 till he closed his account, (the date to be supplied.)

4th. What has been the largest charge or allowance (as appears from the records of the Orphans Court) made to Guardians for board, clothing and tuition &c. of their Wards? (Objected to.)

Answer.—In two or three cases from $300 to $350 have been allowed. I know of no cases over the latter sum. The records will show. Being requested to specify cases he named Mrs. Mosher's children and the case of Amy Bradley, and referring to the records at the request of Complainant's counsel he stated that Mrs. Mosher was allowed for her own children at the rate of $350 a year for board, clothes and tuition, and specifying the items, it appeared the settlement embraced a period oa five years and eight months, and that the allowance for board was $840, for clothes $1145, and for tuition and all extras $269, making an aggregate for one child, Imogine, of $2,254 for 5 years 8 mos, and it was further shown from the same records that the value of the child's Estate, including income, was $9,815, of which the income for the 5 years and 8 mos was about $2,600, that the travelling expenses during the same time allowed was $1,200, and ten per cent. commission allowed to the guardian.

The other case specified by him was Miss Bradley's, in which $300 were allowed per annum for her board, clothes, and Tuition, until 12 years old, and $350 afterwards, that the capital of her estate was about $8,015, which decreased about $422, the sum of $7,593 having been handed over to her by her guardian.

Joseph Semmes' Deposition.

State whether or not your father, the late R. Semmes, paid $100, and to whom, for the privilege of communicating with the sewer constructed by J. F. Callan and D. Saunders trustees of Ed. DeKrafft's Estate.

Answer.—I know that $100 were paid for the privilege of using the sewer and for the work done in connecting with it. I was book-

keeper and the money was paid in the counting room in my presence. I do not recollect whether it was paid to Plantt the bricklayer, to Callan or to Saunders. My impression is, that it was paid to Callan. The book and receipt will show the time, and the latter to whom, without reference to which I am unable to state. (The book and receipt required to be produced.

George Parker's Deposition.

1st. Had you or not at the time of the failure of C. S. Fowler & Co. any of their individual notes?

I had.

2. Did you or not present them for payment to the Trustees Bradley & Frary, and were they redeemed?

I did present them several times at the office after the failure, they were not redeemed. I have them now and consider them worthless.

3d. Have you or not ever known a period within the last ten years when one, two or three thousand dollars could not have been loaned on good real estate or invested in Bank stocks in this City?

Answer.—It could at any time within that period have been invested in Bank stock or on real estate.

4th. Was or was not the Patriotic Bank a safe place of deposit in 1841 and 1842?

Answer.—It was. I was applied to by Mr. Hughes to aid it, and so was the Bank of Metropolis, but I cannot state the time.

On cross-examination, he stated that the credit of C. S. Fowler & Co. was good a year before their failure, and up to the time of failure, and that business used their house as a place of deposit: that Nourse, a broker, bought their individual notes after the failure nearly at par, but regretted it when he found they would not be redeemed by the Trustees.

John F. Callan's Deposition.

The diagram was made merely to show my interest of one-fourth in the sewer and that somebody else owned three-fourths. I thought the cost was $600, and that I had paid $150 and DeKrafft's Estate $450, but I had no data before me when this diagram was made. I paid to Platt $150. I cannot say that the Estate of DeKrafft paid $450. I understood the sewer was to be a stock between me and Miss DeKrafft, that I was to be interested to the amount of $150 and she the rest. I do not know that $100 was paid by R. Semmes to D. Saunders. It was not paid to me, but to Plantt on my order, Mr. Semmes not being willing to pay him without an order from some one interested in the

sewer. The payment was not on account of my $150. I suppose we might have had to pay Plantt $100 more for making the sewer but for this payment by Semmes.

On cross examination he stated that the Trustees, till within the last two years, gave careful and diligent attention to the property in his neighbourhood, and seemed to spend more in repairs than he would have done on his property, and that he did not think $400 a year a large charge for their trouble and attention to the real estate, collecting the rents, and the principal and interest on the stocks, mortgages, debts, &c.

DISTRICT OF COLUMBIA,
Washington County, to wit:

On this 15th day of November, in the year 1849, before me, the subscriber, a Justice of the peace in and for the aforesaid District and County, personally appeared James Adams, cashier of the Bank of Washington, and made oath on the Holy Evangelists of Almighty God, that from of May, 1841, to April, 1842, and after, he believes the Bank of Washington was as safe a depository as could be desired, and was in a good condition. That said bank received on deposit from stockholders such paper as formed the circulating medium of the District, such as Va. money. The Bank of W. was in good credit at that time, and generally so, as far as he knows and believes.

Sworn to before me,
T. C. DONN, J. P.

Admitted as Mr. Adams' deposition, with the addition that the deposits were checked for and paid in the same kind of money.

W. REDIN.

25 July, 1850.

Saml. Bacon's deposition.

Admitted by the counsel of the Trustees' that Mr. Bacon had some of C. S. Fowler's & Co.'s individual notes at the time of the failure, that he presented them to Mr. Frary, and that they were not redeemed: also that he would prove that $2,000 or $3,000 could, at any time within ten years past, have been well invested on mortgage, or in Bank stocks within this District.

Agreed by counsel on both sides that Petition and answer are to be considered, as if the Bill and answers thereto had been amended in the particulars stated in the petition and answers, and that the proof is to be taken and the cause considered, as if general replication had been filed.

As to the vouchers Mr. Linton, for the complainant, required proof of all the payments to James Towles, Enoch Ridgeway, Chas. Edmonson, George H. Plantt, Thos. Stanley, and ——— to D. Saunders and R. C. Weightman: the fact of the payments to them W. & S. is admitted, but the legality contested: all the other vouchers are admitted.

The deposit Book or pass book with C. S. Fowler & Co., marked R. 1, was produced under a call by the complts counsel and examined by him.

The requisition for other books and papers, &c., marked R. 2, was made by the complts counsel upon the defendts, and filed by him. The answer thereto of Mr. Saunders, R. 3, was filed 21 Septr. '50, and objected to by Mr. Linton, because not sworn to by Mr. Saunders.

Agreed by both parties that R. 3 (being a copy of the Trustees' account in the Patriotic Bank) may be read in evidence. Also a copy of R. C. Weightman's deed to Saunders & Wallack (lib. J. A. S. No. 5, fo. 420, R. 3), to secure his debt, Coxe's, Gadsby's, and part of his son's, may be read now and at the hearing. Also a copy of the the balance sheets at pp. (R. 4) in C. S. Fowler & Co.'s Ledger, handed to D. A. Hall, assignee under their Bankruptcy. Also a copy of a deed from Rob. Wallack to P. Otterback (Lib. J. A. S. No. 6, fo. 173).

Admitted by the complts counsel that R. C. Weightman & David Saunders deposited their individual funds with C. S. Fowler & Co. in Washington, during the time the deposit of the trust funds belonging to DeKrafft's Estate was made with that house. Mr. Linton to produce Fowler & Co.'s Ledger, if he think proper.

Also stated and admitted by Mr. Carlisle, counsel for R. C. Weightman, that he knew of the manner in which D. Saunders made the deposits with Fowler & Co., and approved thereof, and now adopts the act. Octr. 15, '50.

Edward N. Roach recalled.

I have since examined Mrs. Susan Graham's guardianship for her four children. She was allowed $100 a year for the board of each; other charges are made in her accounts against each for tuition,

clothes, &c. One bond was given in the four cases in the penalty of $40,000.

In her 1st account, she gives Clementina credit for, and charges her with - - - - , - -		$997 60
2d account, credits, - - - - -		662 18
payments, - -		972 26
Ward in debt, -		310 08
3d account, credits, - - - - - -		135 95
payments, - -		912 99
In debt, -		777 04
4th account, credits, - - - - -		372 50
payments, - - -		2012 54½
Ward in debt, -		1640 04½
In John C. Graham's case, her credits in her 1st account are - - - - - - -		1019 76
payments, - -		1238 42
		218 66
2d account, credits, - - - - -		662 18
payments, - -		1057 69
		395 51
3d account, credits, - - - - -		135 93
payments, - -		516 89
		380 96
4th account, credits, - - - - -		372 50
payments, - -		2496 31
		2123 81
In Geo. Graham's 1st account, credits, - -		1041 62
payments, - -		1069 62
		28 00

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2d account, credits, - - - - -		662 18
payments, - - -		904 22
		242 14
3d account, credits, - - - - -		135 95
payments, - -		1012 15
		876 20
4th account, credits, - - - - -		372 50
payments, - -		2796 79
		2424 29
In Richard Graham's 1st account, credits, - -		486 55
payments, - -		1059 17
		572 62
2d account, credits, - - - - -		662 18
payments, - -		1076 96
		414 78
3d account, credits, - - - - -		135 95
payments, - -		812 73
		676 78
4th account, credits, - - - - -		372 50
payments, - -		1915 11½
		1542 61½

In each of the above cases, the guardian received $2444 39, part of the principal of the Ward's estate, and was in debt on her final account, to Clementina, in - - - - $804 35
John C., - - - - 320 58
Richd., - - - - - 901 78
George, - - - - 10 10

Clementina's total expenses for years being and her annual expenditure $ John C. Graham's total for 4 years, $5399 31, & annually $
Geo. Graham's living for years, 5782 78, & annually, $
and Richd. Graham's being for years, $4863 97, & annually, $
There is nothing to show the fortune of the Wards in the above

cases. I have not examined any others than the above and those mentioned before. These I examined at the request of the complainant's counsel. (This and the former deposition of Mr. Roach, were objected to as irrelevant to the issue in this cause.)

William Gadsby's Deposition.

I borrowed $500 of Mr. Saunders; I cannot state the time. The loan was made upon my note, payable to R. C. Weightman, and endorsed by him. The interest agreed to be paid was one per cent. a month. I afterward borrowed $500 more of Mr. Saunders on my note endorsed by Mr. Weightman. I think I had the money two or three years, & that the twelve per cent. interest was paid only on the first loan, and from about a year to fifteen months. After that time, Mr. Saunders declined to receive one per cent. a month, any longer, & six per cent was afterwards paid, but the excess of interest which had been paid, was not returned by him. I frequently borrowed of him other small sums, which were returned.

Cross-examined.

I have no data by which I can tell how long the twelve per cent. was was paid. I understood all the loans as individual transactions with Mr. Saunders, until some time last fall, when Mr. Saunders called upon me, explained the matter, & stated he wanted to ascertain the excess of interest which had been paid; I stated to him I could not inform him.

Re-examined by complts.

I paid twelve per cent on all the money loaned to me during the twelve or fifteen months, but I think it was only on one of the notes for $500, the first loan, besides some small sums which were returned.

Richard Wallach's deposition.

1. Did you or not, call upon Mr. Saunders to receive any debt due from him to DeKrafft's estate? If yea, state what amount, and what amount, if any, did he state he owed the estate?

Question objected to, but answered subject to objection.

I do not know that I called upon him for that express purpose. I spoke to Mr. Saunders about a debt of $1,500 which I understoed he owed the estate. He never denied it. I conversed with him about the propriety of securing it. Mr. Saunders had been urging Gen'l Weightman, through me, to secure a certain debt or debts which he

owed the estate on his own account, and considered he was bound for others. In the conversations I had with Gen'l Weightman, I understood Mr. Saunders owed the $1.500. I advised Gen'l Weightman not to secure the debts he owed and deemed himself bound for, unless Mr. Saunders did the same. Gen'l Weightman insisted upon securing his, and made the deed on record to me & John Saunders for the purpose. Mr. Saunders did not secure the debt he owed, but stated that it would be settled in a short time, and that there was no necessity for it.

2d. Did he or not state that he was indebted $6,000 to the Estate, and did he lead your mind to the conclusion that he owed but $1,500?

Answer.—He did not state anything to me about $6,000; the conversation was limited to the $1,500, & which had reference to the loan for building the house. The time when these conversations took place will appear from Gen'l Weightman's deed. They were shortly previous thereto.

John L. Dufief's deposition.

I have several times examined the house which Mr. Saunders conveyed in trust for Mrs. Barney. Mr. Barney has employed me to do repairs thereon. I considered it a plain finished house. I have done work upon it from the cellar to the garret. I think it would not cost in 1842 over $4,000 to build it. I was not in business at that time, but materials were cheaper then, and the same class of lumber better than now. I understood it to be 40 by 20 feet. There is no back building, a plain back porch with a small closet at the end. My estimate is for the house alone, including steps, porch and everything appertaining to the house, but excluding all else. There is a cistern, but I do not know its capacity; one of 5000 gallons would cost $100 exclusive of pump. The interior finish of the house is not extravagant.

I made application within the last 6 months to the trustees to borrow money on real security. My first application was to Mr. Saunders. I saw him perhaps half a dozen of times. He could give me no answer until he had seen Gen'l Weightman. I sought an interview with him myself. He was willing I should have the sum, about $900. I so informed Mr. Saunders, who then said he thought he would prefer putting it in corporation stock. I saw Gen'l Weightman again, who gave me a note to Mr. Saunders, assenting to my having the money. There was some further delay, and not then being in need, I declined taking the loan. My offer was of security on houses & lot. For one house & ground I was offered $3,800. The negotiation was going on from a month to 6 or 8 weeks.

I have examined the houses belonging to the Estate. I have

repaired two—one on tenth street and the other Ober's, at the corner of 7th street. The house on 10th Street was in a delapidated condition. About 18 months ago Mr. Barney requested me to examine what repairs were necessary. I found the entire roof wanted renewing—Shingles were very much decayed, the plastering had fallen down in the rooms and on the outside porch—the fencing was very much out of order, doors to the outbuildings were off the hinges. The paper was thrown off the walls from dampness caused by leakage. That house now rents for $110, in good order it would rent from $150 to $200 per annum.

Cross-Examined.

It is about 18 months ago that I made the examination of the 10th Street house. I think there was a different tenant in then, but I may be mistaken as to the tenant & the time of the Examination. It is a back building and designed for a large house in front. I think it would cost $100 to put it in order.

It was an alteration rather than repairs to the Ober house, and done by Mr. Barney's order. I think the application for the loan was made about 3 months ago, but Gen'l Weightman's note will show the time, as my application to Mr. Saunders was two or three weeks before its date. He produces the notes R. C. W. 1 & 2, and adds that it was a few days before the decision of the court as to the income as Mr. Saunders stated they could not say till that decision was given. My application for a loan was made in consequence of a suggestion from Mr. Barney, who owed me $306 27 which he could not pay, and who stated that the Trustees had money which I might borrow and make myself easy.

The stone steps would cost about $200 or $220, excluding the iron work, & that, I value at $80 or $90. The speaking tubes are not costly, made of tin, eight cents a running lineal foot, mouth pieces extra, made of copper, 20 cts. a foot. I made no rough estimate such a house would take.

My judgment that such a house would not cost over $4,000 is formed from the size of houses I am now building. (Mr. Bradley now shows the witness Mudd's measurement bill). I made no rough estimate of the work of either the carpenter, bricklayer or plasterer. My estimate is not from any measurement, but from passing through the rooms and knowing their height, &c. I include the closets. The 7 marble mantles ought to be purchased now for $205.

In 1842, five per cent. additional, Lintel's 95 cents a foot, sills and heads about $72. I made no estimate of the painting. $200 for such a house would be a large allowance. The plastering, $250 to $300; $140 would be too much for the slating. Green's bill is not overcharged for such work. Plantt, who did the brick work, is a good workman, and capable of judging of work.

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Re-examined.—In 1842 it would have cost from $200 to $300 more to build such a house than now. My estimate of $4,000 has reference to the present time. I am now building a house in the first ward for Miss Kerr, 27 feet by 43, back building 29 feet by 13, 6 front building, three stories and a cellar, back building all of brick. My contract price is $4,500, including front pavement, marble steps, privy and everything; there is no stable.

$140 or $150 of the bill Barney owes me was for the improvements on the Ober house. Nothing has been done to the 10th street house.

Re-cross Examined.—$500 is a full allowance for the stable on the Lot sold by Saunders to Barney.

Aug. 8th, Edw'd N. Roach again examined by the complainant.

Since my last examination, I have looked a good many cases of Guardians' settlements, and I find the average of those I have looked into for board, clothes, tuition and all expenses does not exceed $300 a year.

I mention the case of Mrs. Crawford's Guardianship of her seven children, of George Town. The boys appear to have been educated at Princeton. In those cases, the allowance for board alone is $200; for board, clothes, tuition and all expenses, $475, and which is the highest allowance I find on record.

Her first settlement of her son William's account shows a credit of his share of the personal Estate - - - -		$2,476 68
His share of the income of real and personal Estate for 1820,		466 90
do do do do 1821,		446 79
do interest on notes due by Thos. Crawford, -		351 06
		$3,741 43
The charges from Nov. 1816 to May, 1821, for his whole expenses, including com'ms and expenses of real estate are - - - - - - -		$1,952 02
In her second account he is credited with his share of the income from 1821 to 1828 - - - - -		1,053 79
And charged with board from 1 Oct. 1823 to 1 Jan'y, 1828, at $250 - - -	1,062 50	
And all other expenses for same period -	1,139 00	
In her daughters, Eliza's, account she is credited with her share of the personal Estate - - -		2,476 68
Income for 1820 - - - - -		466 90
do 1821 - - - - -		446 79

Interest due by Thomas Crawford - - -		351 06
Income from 1821 to 1828 - - - -		1,053 75
		4,795 18
And charged with board at $200, and for all other expenses from 1st Oct. 1816 to Feb'y 1822,	1,326 88	
Share of exp's of Estate - - -	392 33	
		1,729 21
Bal'e due from Guardian - - - -		$3,065 97

Charles W. Boteler Examined by complainant.

About four or five months ago Mr. Barney came to our store and asked if we would like to rent the building at the corner of 7th street & Louis'a avenue, then occupied by Mr. Ober. We informed him we would like to have it, provided it did not interfere with Mr. Ober, and he would make such alterations and improvements as we should suggest. We would give him $1,000 a year rent.

The expenditure would have been about $1,000 for reasonable improvements. We did not see Mr. Barney again, or hear from him.

Cross Examined.—We would not have taken the buildings on any terms if Mr. Ober had objected. He is a good tenant.

Re-Examined.—I understand he pays $700 a year, and rents off the North part of the store for $175.

Aug. 13th, Edw'd N. Roach again called by complt.

He produced the 2d account of Emily Beale, guardian of her daughter, Mary E. Beale, who charges herself with the ward's portion of the income from the rents of houses for 10 months ending 31st Dec. 1844 - - - - - $773 33½

and takes credit for her portion of divers bills for repairs, taxes and other expenses of the Estate, $1,190 04

& of a debt of $987 paid Bk of Metrp's.

total $2,177 04; ward's share ⅕ of ⅔ - - - 290 27

and for board, clothing & schooling from 1st of April, 1842, to 1st April, '45, at $275 per year. 825 00

$1,115 27

Excess of over pay't on the 1st & 2d accts, 1,277 35

Patriotic Bank.

E. DeKrafft's Trustees. Lea R 203.

1840.				1840.		
Jan'y 3,	To T. L.	5		Jan'y 1, By balanc.	673	17
6,	" Franklin,	25	50			
10,	" Birtle,	4				
20,	" Towles,	70	74			
Feb. 18,	" Weightman,	150				
	Bal.,	417	93			
		673	17		673	17
Ap'l 1,	To Bk. of Wn.	95	27	Mar. 18, By Cabe, chks. ret'd,	417	93
3,	" Rothurp,	198	11			
24,	" R. C. W.,	150		Ap'l 24, Cooper,	300	00
29,	" Stanley,	6	70			
June 26,	" R. C. W.,	100				
	Bal.,	167	85			
		717	93		717	93
July 23,	To R. C. W.,	100		July 4, By bal. ch'k ret'd,	167	85
Aug. 28,	" "	60		" 8, Dept. Saunders,	285	
1841.						
Feb'y 27,	" Taxes,	215	55	Virga,	1,015	
Mar. 2,	" Towles,	161	52			
15,	" R. C. W.,	300				
17,	" Newton & G.	475				
	Balance,	155	78			
		$1,467	85		$1,467	85
June 1,	To Ch.	27	75	Ap'l 1, By bal. (Va.) ch. ret'd,	155	78
Sep. 9,	"	128	03			
		$155	73		155	78

Aug. 13.

William Bay, member of Congress from 2d Dist. of Missa. sworn for defdts.

I am acquainted with the value of land, within from 10 to 14 miles of St. Louis, in the neighborhood of Bellefontain. Any land within

that distance of the City, title clear, unimproved and fit for cultivation, is worth from 40 to 50$ per acre; much depends upon location, but no tract of 400 acres could be found within such distance of St. Louis, that would not be good security for $3000.

Cross-Examined. I do not know the land of R. H. Weightman—its location, or value.

Wm. A. Bradley, sworn for defdts.

The allowance to me as guardian of Amy Bradley I always considered insufficient, but owing to the smallness of the income of his Estate and the peculiar relationship, I refrained from asking more. For the last year I have found it necessary to expend more than $600 for my own daughter, who was 16 years of age in Jan'y last. I consider about $600 a year would be fair average allowance for Miss DeKrafft to pay, for board, washing, lodging, clothes, tuition, &c., in Gen'l Weightman's family, from the age of 6 to 16, including the expense of her servant. It would not require so much at the age of 6, but at 16 her expenses would be more than that sum. When the income is sufficient I think there ought to be some allowance for the care and trouble of the mere Guardian.

For a party of three—Miss DeKrafft, Mrs. Saunders or Mrs. Hanson and a nurse, with a gentleman to accompany them on the journey to and from the Springs in Jefferson & Berkley in Virginia about 2 months, I should say from personal experience in such matters, that $528 31 was not an unreasonable sum for the expenditure.

As to the charge of $400 a year for managing Mr. DeKrafft's estate, I can only say that I would not have undertaken it for such a sum. I pay now ten per cent. for collecting rents, and superintend the repairs, &c., myself. I understand that to be the usual allowance in this City. For the investment of money and collecting dividends and interest moneys, I should have charged 2½ per cent. on the whole transaction.

I have owned stock in the National Hotel, bought and sold it, never less than at par.

The leases were made at a rent to pay the proprietors six per cent. clear of taxes, insurance & repairs. I consider eight shares, valuing the stock at 80 only, good security for $3,200. Each share is $500 par value.

Cross-Examination.

I have never known of an annual allowance to Trustees. I have not had much to do with such matters. I do not know what duties were required of these Trustees. I judge from my own experience in my guardianship for Amy Bradley and my own affairs. I do not

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recollect whether the Estate of Abm Bradley did or not increase in my hands as guardian. As to average income of the Estate, it depended on the dividend of the Patriotic Bank; when it paid 6 per cent, the income was about $480, when 7 per cent 40$ more—and 40$ more when 8 per cent, &c. From 1830 to 1835, the charge is $300, from 1835 to 1840 it is $350. That occurred in this way, The judge of the Orphans Court said I did not charge enough, and proposed to increase the allowance. My ward was educated 8 years at Miss English's school in George Town. She was not taught dancing there but at home.

I kept no account of my own Daughters Expenses, for the three years preceding the last, but the last year she was at Mad. Chegauy's, in New York. I do not think she has cost me $600 a year, for the last ten years, unless she had been brought in to pay her fair share of my family expenses, and then it would have been more than 600$.

Thos. Stanley sworn, on the part of the Deft., Aug. 20, 1850.

The work charged in the several bills of the following dates, receipted by me, was done upon the property in this city, of the late Edw. DeKrafft. I was employed by Mr. Saunders, who paid me the several amounts specified in the bills, to wit: 29th June, 1835, 1 Oct. 1836, 2 Jany. 1838, 16th Oct. 1839, 22d of April, and 22d of May, 1839, 28th April, 1840, and 17 Dec. 1841. It was all necessary; Mr. Saunders had none done that was not so. The usual prices are charged. Most of it was done by estimate. I have known the house on 10th street about 12 years. It is a brick house, built in 1817, or 1818; was in a bad state of repair in 1838, and the walls of the back room down stairs, have always, since I have known the house, been damp.

Cross-Examined.—I do not remember when I last worked for the Trustees: presume my bills will show.

Charles Edmonston again called by Dfts.

I have known the house on 10th street, at least 12 years. It was an old house when I first knew it. I worked on it as an apprentice for Mr. Towles. The first work I did on my own account was in 1844. I saw it a week or two ago; went at the request of Mr. Saunders, who wished to know what it would cost to put it in good repair. I went in and examined the rooms. It was very much in the same condition as to repair as when I first knew it, except the roof and porch. I did not notice the trap door. The walls were tolerably

good, but to put it in good repair all the inside work would have to be taken out. Mr. Saunders did no repairs to the property but what were necessary. I examined the roof of this house in 1844, at Mr. Saunders request, to see if it could be repaired. I advised him to let it remain until it should be necessary to put on a new roof.

Cross-Examined.

I had not been in that house from 1844 until a week or two ago. I do not know whether any repairs were necessary between those times. The roof is bad now, and the porch in a delapidated condition. I did not examine very particularly, or thoroughly any of the rooms, nor notice that any of the plastering was down, or the paper off; it leaked a little; the inside work not worth much; did not try the doors, to see if rotten, nor examine the floors: they were not very good 10 or 12 years ago: I had then to piece them, but it might have been rat holes. It now wants a roof and new porch, but I saw on my recent examination that was in very bad condition. My object was to ascertain what it would cost to put it in good repair. I cannot say, for new work, it would amount to about $900. I would not give fifty for the old wood work, if I had to take it out and put the house in repair. As it stands it will rent. My estimate was for new work; others may say to cost of repairing old, I cannot.

Re-examined in chief.

The porch and roof would cost from $150 to $175. I would not put the house in order for $100. I do not recollect whether the porch is plastered against the wall or not, but the ceiling of the upper porch is. I recollect no outhouse but a privy. If the back room down stairs is damp, I think it comes from the ground.

The house built by Mr. Saunders, and in which Mr. Barney now resides, is pretty well finished, and the materials are good: better that one out of 40 or 50 now put, as to finish and materials.

Recross-Ex'd.

When I went to examine, I merely went in the stair way out on the porch, and in the front room up stairs. It is tenanted, and the females did not much like my going in, they only were at home. I did not then go out on the roof. I cannot say whether the house is damp or not, nor if it be, what causes it.

Ferdin'd W. Risque, sworn for Defdts.

I resided in St. Louis 8 or 10 years ago, and then owned land in the neighborhood of the cold water stream, and was agent for a tract of land on that creek. I remember Genl. Weightman's son, R. H. Weightman, being in the country before I left. He was improving

land which I understood he owned; it was near mine, in the neighborhood of Bellfontain, 12 or 13 miles from St. Louis. I have sold my land; within a few years past, as I understand, St. Louis has extended from 3 to 3½ miles in the direction of Mr. Weightman's land.

Cross-Examined, 22 Augt.

I do not know the value of Mr. Weightmans land, nor its quality. Land is increasing in value in that direction. It is from 12 to 13 miles from St. Louis. In 1847 I sold a lot fronting on the Bellfontain road, 46 feet front by 96 feet deep, for $25 a front foot. It was situated from 200 to 300 yards beyond the bridge across Rock creek, to which the corporate limits extend, from a mile to a mile and three-quarters from the Courthouse.

William Gadsby called by Complt to explain.

I want to be understood as stating that I paid Mr. Saunders one per cent. a month on whatever money I borrowed from him for 12 or 15 months. I do not recollect the time between the notes, nor when the first loan was made, but whether the amount borrowed was $500 or $1000, I paid that rate for 12 or 15 months. I have nothing from which I can ascertain the times or dates, and speak from general recollection. I think it was paid for more than nine months.

W. C. Bestor again called by Complt.

I offered for a part of the Government loan of 1868, in June, 1848; $2000 were allotted to me at from 103,53 to 104,02. It could be bought shortly after for 105. Its present price is 115¾, a 6 per cent. stock.

The first acct of Sarah Crawford, guardian of Eliza Crawford.

This accountant charges herself with the Wards destributive share of the personal Estate of her father, -	2476	68
And with this sum recd in the year 1820, being the Wards portion of the income of Bank Stock and of the rents of an undivided Estate, - - - -	466	90
And with this sum for 1821, - - -	466	79
And her portion of Interest on notes due by Thos Crawford,	351	06
And with this sum, being her portion of $12,645 02½, the amount of the dividends on Bank and other stocks yet undivided, the rents of an undivided real Estate from 1821 to the date of this, per Statemt, &c., - -	1053	75¼
	4795	18¼

And she prays the followg allowances:

Paid Wards portion of the expenses of the Estate for 1820. See Lennans acct,						77	94½
Same for 1821. Same,						73	65¾
Same for taxes. Same, 2d acct,						10	98¾
Wm Williams, per bill and receipt,		1,				11	75
J Abbott,	"	"	2,			26	91¾
Same,	"	"	3,			20	25
Ch A Burnett,	"	"	4,			2	75
S. Childs,	"	"	5,			137	78
R. Osborn,	"	"	6,			47	63½
H Malcholm,	"	"	7,			2	87½
C E Eckel,	"	"	8,			2	75
Geo Beall,	"	"	9,			1	50
A Bradley,	"	"	10,			6	
And for board from 1 Octr, 1816, to Feby, '22 a $200,						1066	66
Also, a comn of 5 per ct on 4795		11,	Amt of Estate,			239	75½
						$1729	21¼
Balance due by Guardian.						3065	97
						$4795	18¼

Dr. Lindsley, sworn on part of Complainant.

I attended Miss De Krafft in 184 . She was laboring under stiffness of neck; one of the muscles was contracted, and her head was drawn on one side. I have an impression on my mind that I recommended she should go to the warm Sulphur Springs of Virginia.

My daughter was educated at Mrs. Fleichmans; her terms were about $60 a year for French and all the English branches of education. She finished there.

Cross-Examined.

My recollection as to the advice I gave is very indistinct. She was benefitted by going to the springs, and was restored about 3 or 4 months afterwards, but not by that trip.

After Dr. Lindsley had been examined, his certificate, dated ——, was found, and which was admitted to be read in evidence.

Charles B. Calvert, sworn on the part of the Defts, Septr 21, '50.

I am one of the proprietors of the National Hotel. The Original

stock was divided into 315 shares at $500 each, of which my fathers estate owned 205 shares. I and my brother own those shares, less 20 transferred to my brother-in-law Stewart; he took them in place of money, at 85 per cent, about the year 1844. I should consider 8 shares sufficient security no for $3000. As the best evidence of it, I am now putting into the concern, by enlarging the building, $26,000 at par. I have within a year past made an offer to Genl Weightman to take a portion of his stock at 80 cents, as security for $2400. I afterwards bought the stock at 75, upon his offer, to which he annexed the condition of redemption at any time.

If it were convenient to me, I would give 80 cents for the stock, in preference to the U S stock at 100, because it pays 6 per cent over and above all charges.

At one time, I made a proposition to Mr. Barney to take his stock at what Genl Weightman sold it to him, but the contemplated improvement prevented anything being done, the other stockholders refusing to join me in the cost of making it.

Cross-examined.

Question.—What has been the annual amount received by stockholders the last 3 years?

Answer.—The last two years of Colemans lease was 6 per cent. Blackwell then held under Coleman to May, 1849. He left in March previous. The house was in such condition that the stockholders required repairs, which were done to the amount of $19,000, $2000 on my own account, and the stockholders charged with $17,000 or thereabouts.

I do not know of the sale of any stock of the Hotel in 1849. Mr. Robt. Wallach applied to me to purchase two shares, which he stated he would sell at a great sacrifice.

I cannot say what it would bring at auction now.

All the bills for the above mentioned improvements were paid by me. Genl Weightmans proportion, as one of the stockholders, was upwards of $3000, part of which he paid in rent, and the residue was secured by his stock, as above stated.

The rent for the last 6 or 8 years has never been less than 6 per cent.; not till Coleman took it; he paid 4 per cent. the first year, five the 2d, 5½ the the third, and 6 per cent. for the other two years. Repairs were put on when Coleman took the house, by the stockholders, to the amount of $3000 or $3500.

Question.—Would $4000 of the stock bring $3200 at Auction?

Answer.—I cannot say what it would bring at Auction. I do not know the market price. If I were not so incumbered, I would be willing to give what I have stated.

Re-examined in Chief.

I consider the establishment improved in value by the improvements I have put and am putting thereon.

Re-cross-Examined.

Question.—If you were not keeping the Hotel, would you put in $26,000?

Answer.—I do not know that I would, because I would not have the supervision of it, but I would willingly put in my pro rata.

Sworn to before W. REDIN.

James Towles Re-examined.

I have made an examination of the 10th street house, since my last examination. I have known it since 1835 or 1836. It was then a very poor bulding, badly built. It is about 5 or 6 years since I have had anything to do with it. My last job was about 1843. I consider its situation now to be so bad as to require rebuilding or gutting. I think the Trustees have paid proper attention to it. I do not see how they could have done otherwise with it. It is a damp building. It is hardly in good living order. It could not be repaired for less than $350. I wants a new roof; the plastering ought to be removed, and the walls battened; all the other work, window Jams, some of the doors would have to be remodelled. If built in 1817 or 1818, and badly built, not in worse condition than might have been expected.

Cross-Examined.

It is an old house—more than 15 or 20 years old—of brick. It did not want a new roof in 1843. I patched it then. It is in a very delapidated condition; has a very deep cellar, which is the cause of the dampness. Some of the doors, perhaps all, are decayed. I went in and examined the whole house. The papering is damp, some down; plastering bad; porch dilapidated; kitchen cracked. It would be thrown away labor to repair it. The floors were covered with carpet. I would have been in better condition had the amount I have stated been expended 6 years ago.

W. Gunton' Depo.

WASHINGTON, Sept.

Many years since, the steam packet company, of which I was and now am President, purchased the steamboat Columbia of her then

owners, and paid the sum of fifteen thousand dollars for her, part cash and the residue in notes endorsed by myself, which were paid when due.

This money I understood was placed in the Merchants Bank of Baltimore, and distributed to the stockholders upon their signing certain papers left at the bank for that purpose, and the amount paid on each share was something more than twenty dollars. Many of the stockholders came to me years after the transaction, to learn whether they were entitled to any dividends, and I directed them to apply at the Merchants Bank of Baltimore, or to Godfrey Meyer, who was the President of the Company formerly owning the Columbia, and I understood they obtained their proportion of the money.

W. GUNTON.

Charles Edmonstons re-examination.

To Mr. D. SAUNDERS & R. C. WEIGHTMAN,

GENTLEMEN,—Agreeable to your request, I went down and examined the house on 10th street, belonging to the estate of Edward DeKrafft, more fully, and find it to be in a dilapidated state. The roof is good for nothing, the porch is nearly gone, both ceilings are plastered, the lower ones have partly fallen, the upper ones *are* nearly all down. There are about three yards of plastering fell down in garret, from the leak in the roof, that is all the damage the roof has done as yet; the walls in the lower stories are damp, which proceeds from the ground, and rises up nearly to the second story; the paper *are* in bad order,, from the dampness; the plastering *are* more or less out of repair; the back room floor wants repairing, having now sunken, I suppose the joist, the joists are rotten, and the floors are not much better, the joist under the floor are much decayed, the cellar doors are rotten; the hearth in the kitchen are falling, the flooring, I find, was yellow pine or eastern shore, when put down, and the house in general are a poor affair, and in my judgment, are not worth repairing, the walls being cracked more or less in several places, the kitchen are setting off from the front house.

Respectfully,

C. EDMONSTON.

Cross-examined.

I have examined the house since I was last examined. Its condition is a little worse than I expected; it leaks much; I do not think

it worth roofing; it would cost $100, at $— it would be only temporary repair. Four years ago the necessary repairs would not have been as great; the cost would have been as much, to have done the repairs properly. I did not examine it thoroughly, six years ago. The roof was bad then. I told Mr. Saunders it would stand a few years longer.

Jno. L. Dufief re-examined by complainant.

I thought I had sufficiently examined the house before. It would be necessary to regut the lower part. Some of the have settled a good deal. If there had been a better roof on it years ago, the plastering would have been saved, so of the porch. When I was at the house last spring, the ceiling of 2d story was sound. I think the greater part of the have decayed from neglect in not putting on a better roof. The interior would have been in better order. I considered the property to have been neglected. The dampness of the cellar might have been relieved by a sewer, there are better facilities of draining than in some other part of the city, a ravine was through the square.

Cross-examined.

I have not examined the house since I was last here.

Benj'n. F. Middleton, re-examined by Defendants.

I have no personal knowledge of any sale of the stock of the National Hotel.

Cross-examined.

Some one applied to me about the sale of Robt. W. Mack's stock, I would probably have given 50 cents then, but would not now.

Richard Wallach, re-examined.

I know of my brother Robert's sale of $1000 worth of the stock of the Hotel to Otterback, for $500. He was about to go to California, and was in want of money. I objected to buying, though

willing to give more. My objection arose from his being an infant brother. I was security for his completion of the contract when of age. At the time of the sale, the Hotel had been vacant some time, without any prospect of immediate occupation, and a necessity of considerable repair. I have since asked Otterback to let me have the property back, which he has refused.

Exceptions to Auditors Report.

Thereupon the complainant by her Solicitor aforesaid, filed in court here, the following exceptions:

MARY E. BARNEY,	Exceptions to
vs.	Auditor's Report
SAUNDERS & WEIGHTMAN.	& accounts.

The above complainant begs leave to except to the auditor's report and accounts.

1st. Because the defendants as Trustees, are not charged with the sum of $927 71, which is claimed to be retained by the said Saunders as and for commission allowed him as administrator de bonis non of Edward DeKrafft, over and above the commissions allowed to the first administrator, and which the complainant insists was for the full and complete administration of said estate.

2d. Because the defendant Saunders as adm'r d. b. n. of Edward De Krafft is credited with 5 per cent. commissions on said Estate, and which amount, added to the previous allowance of 7½ per cent. exceeds the maximum of commission allowed by law upon an entire and complete administration of an Estate.

3d. Because the auditor allows to the trustees a credit of six hundred dollars per annum, as paid to the Guardian of complainant for her maintenance, &c., without any other sufficient voucher therefor except the receipts of said guardian.

4th. Because the trustees are credited with $528 70 paid to the Guardian of complainant for a trip to the Virginia Springs, without any other voucher but the receipt of said Weightman.

5th. Because the said trustees are allowed 5 per cent. on the whole amount of assets coming in their hands as Trustees.

6th. Because the said Trustees are allowed 10 per cent. on the amount of income from said Trust Estate, which is excessive and extravagant.

7th. Because the auditor has not charged the trustees on the principle of six months' rest, and compound interest thereon.

8th. Because the Trustees are credited with a portion of the deposit with C. S. Fowler & Co., to wit, for principal and interest, $2,006 54.

ROBERT J. BRENT,
JOHN A. LINTON,
For complt.

Cont'd.

Whereupon further proceedings of & upon the premises aforesaid, between the parties aforesaid, by consent of the parties and by order of the court, is continued until the fourth Monday of March next.

App.

And now, to wit, this 4th Monday of March, in the year 1851, come into court here as well the complainant, by her solicitor aforesaid, as the defendants, by their solicitors aforesaid, and the said parties, by their respective solicitors, and with the consent of the court, set the exceptions aforesaid to the auditor's report aforesaid for a hearing. Thereupon the court, after a full hearing of the solicitors of the complainant & defendants, and after full and mature consideration of the exceptions to the auditor's report as aforesaid, made and passed the following order and decree.

MARY E. BARNEY
vs. } In Chancery.
D. SAUNDERS & R. C. WEIGHTMAN.

This cause coming on to be heard by the court on the auditor's report, and the exceptions of the complainant and defendants, and the argument of counsel, and the same having been heard, submitted and duly considered, It is therefore by the court this 21 day of June, 1851, ordered, adjudged and decreed that the complainant's 1st, 2d, 3d, 4th, 5th, 6th, 7th & 8th exceptions be overruled. That the auditor's report as to 1st, 2d, 3d, 4th, 5th & 6 exceptions be affirmed. 7th exception, as to the rejection of the credits of the trustees for the amount of securities mentioned therein, be for the present suspended, to give defendants until the 1st of August next to produce proof to the auditor of the sufficiency of said securities. That D. Saunders be allowed and credited for the sum agreed to given by Mrs. Barney for the purchase of the house as also stated in the report, from the time of the purchase.

8th Exception, That the whole of the Fowler debt be credited to the Trustees.

That the auditor charge the Trustees upon the principles of twelve months rest, with simple interest thereon. That all Interest in the Trust Estate is now vested in Mrs. Barney absolutely, and the same must be paid and delivered over to her by the said defendants, and that a continuing Trust in the Trustees must be considered to exist as only for the purpose of protecting her in the enjoyment of it from the debts and control of her husband. And that this cause be referred again to the auditor with this order, and the principles and rates of allowance set forth in their opinion pronounced in this cause.

By order of the Court,

Test, JNO. A. SMITH,
Clk.

Contd.

Thereupon further proceedings of & upon the premises aforesaid, between the parties aforesaid, by consent of said parties and by order of the court, is continued until the third Monday of October next.

App.

And now to wit, this third Monday of October, in the year one thousand eight hundred and fifty-one, came into Court here as well the complainant by her solicitor aforesaid, as the defendants by their solicitor aforesaid, and William Redin, Esqr. the auditor to whom the cause had been referred, makes the following report:

MARY E. BARNEY,
vs.
SAUNDERS & WEIGHTMAN. } In Chancery.

2d Rept. of Audr.

The Court, by the interlocutory decree of the 21st June, 1851, have overruled the complainants 1st, 2d, 3d, 4th, 5th, 6th, 7th and 8th exceptions to the Auditors report, and affirmed it as to the subject of the 1st, 2d, 3d, 4th, 5th and 6th, and they have sustained the defendants 4th exception, and suspended their judgment on the complainants 8th and the defendants 5th exceptions.

Thus as it is understood by the Auditor deciding.

1st. That D. Saunders was entitled as admr. de bonis non to the commission allowed him as such on the personal Estate.

2d. That the Trustees were entitled to credit, for the sums paid out of the income to R. C. Weightman, as guardian of Mrs. Barney.

3d. That the allowances to the trustees of 10 per cent. on the income of the real and personal estates, and of five per cent. on the principal of the personal Estate were proper.

4th. That twelve months rests and simple interest on annual balances were right, and so was the disallowance of interest on the Trustees advances in the early years of the trust, such advances being chiefly made up of their commissions.

5th. That the purchase of the house and lot from D. Saunders, on behalf of Mrs. Barney, was voidable only and not void; and therefore, that the Trustees were entitled to credit for the loans to Saunders, and he to credit for the $6000, the price of the house and lot by which they were nearly paid.

6th. That the trustees were entitled to credit for the whole amount lost by the deposit with Fowler & Co. and

7th. That further testimony might be taken to establish the sufficiency of the securities for the loans to the Trustees themselves, and their relatives.

Since the above decree, the complainant has agreed to receive from the Trustees the entire Estate, except the Missouri security for R. H. Weightmans debts: see the agreement or receipt among the vouchers, No. 345; and there was delivered to or for her, on the 17th July last, the following, to wit: The two houses in square No. 456; the house in square No. 458, and the house in square No. 378, a judgment against Middleton for $1520, the residue of the Jones debt, a debt due from Purcell for $1514 $\frac{58}{100}$, the residue of the Clarke debt, W. Gadsbys debt, R. S. Coxes, John M. Farrars, J. W. DeKrafft, R. C. Weightman, for $2078 07. Rockville and Washington Turnpike stock, Bank of the U. States stock, Bank of Metropolis stock. Proceeds of the Theatre stock and $1658 26 in cash, on account of any balance against the Trustees, and as to R. H. Weightmans debts, the complainant agreed to receive them, provided he should satisfy the Court as to the sufficiency of the security for his debts.

The only question open, therefore, is as to the Missouri security for the debts of R. H. Weightman, the question as to all the others suspended securities having been settled by the parties.

In reference to the Missouri security, I gave notice of a meeting to take further testimony.

The counsel of both parties have attended, and two deeds, one a deed of trust to secure the debt on the Missouri land, and the other a release of part of the land from the security, (R. 1, R. 2,) the residue being deemed sufficient by the Trustees.

No other testimony has been offered, and the parties having, by their agreement or receipt given, when the other securities were

received, referred it to the Court to say whether the security for R. H. Weightmans debts was sufficient to admit them to the credit of the Trustees. I have left them as they stood in the former report, not credited, and charged up the subsequent interest thereon as it became due. If the Court think the security sufficient, all that needs be done will be to deduct the principal, namely: $2771 75, from the balance reported to be due from the Trustees.

The sustaining of the defendants exceptions as to the Fowler deposit, and of the sale of the house and lot by Mr. Saunders to the complainant, in payment of his loans, and the subsequent reception by the complainant of the securities, rendered a re-estatement of the account necessary. This is done in Schedule W. R. 2, hereto annexed. The account is stated on annual rests, and simple interest is charged upon the annual balances, but it is not carried into the account until its close. Simple interest is charged on the loans for which the Trustees were considered answerable, at the times it fell due, and on the other loans at the time of receipt, and carried into the account of the year, and applied to the disbursements of the year. In no other way is the interest compounded, and this mode is understood to be approved by the Court.

The defendants recalled my attention to the item of $576, 69, charged to them as explained at page —, of the former report, conceiving that an error had been committed in placing it to their debit. No exception having been taken to its admission in the former account, it was supposed that the whole of the report not then excepted to was affirmed. It was, however reopened. It is stated that no cash was actually received by Mr. Saunders, as adm'r de bonis non of Edward DeKrafft, from Dewees, the adm'r of Mrs. DeKrafft, but that she being in debt to the Estate, and the Estate being in debt to her and to Dewees, as guardian of Mrs. Barney, receipts merely were exchanged to settle the respective accounts.

It was so understood when the matter was considered before. Mrs. DeKrafft was, at her death, indebted to the Estate of her late husband in the sum of $565 70. The Estate owed Dewees, as her adm'r $233 46, and to himself, as guardian, $329 57, amounting to $563 03. Mr. Saunders, as adm'r de bonis non, gave his receipt (B. 2,) to Mrs. DeKrafft, adm'r for $565 70, and took his receipt for the two sums above mentioned. Saunders charged himself as adm'r de bonis non, with the $565 70, in his account, (B. 4,) and took the receipt of Saunders & Weightman, Trustees, (B. 3,) for the sum of $576 69, embracing the other. It thus entered into the account of the Trustees. They presented on this audit the two receipts of Dewees, for $233 46 and 329 57, claiming credit for them. But they did not charge themselves in their account, with the $576 70, which paid those accounts. I passed the two receipts of Dewees to their credit (Nos. 21 and 22, among the vouchers) and charged them with the $576 70.

Upon a review of the circumstances and papers, I am confirmed in the opinion that the charge was properly made.

The Trustees really are not charged with $576 70 cash, more than they received, but if the two receipts of Dewees had stood to their credit without the charge of the corresponding account which paid them, they would have received credit for so much more than they had paid.

The account of the Trustees was made up on the former audit to the 24th April, 1850. They have presented statements of their receipts and payments from that date down to the 17th of July last, when they surrendered the Estate. The subsequent account is appended hereto, at page 12, and forms a part of W. R. 2.

All the securities except the Missouri land for R. H. Weightman's debt being now credited, the balance due from the Trustees is the sum of $5644 11, but if the Court should think that the loan to R. H. Weightman is sufficiently secured, and should be credited, then the balance will be $2872 36.

The last investment made by the Trustees, was Farrows, on 20th Sept. 1848. No interest has been charged to them on balances since the filing of the Bill.

W. REDIN.

6th Oct. 1851.

W. R. 2.

W. R. 2. In restating the account it was found unnecessary to repeat the items of Receipt and payment in detail, and sufficient to give the aggregates of each year, making such corrections as the rulings of the Court required.

Subsequent to the period to which the former account was made up the receipts and payments are given in detail at page 12.

The original Secureties which came to the hands of the trustees amounted to $17437 69, of which 576$ 70 were cash, and which is included in the first years receipts.

		Annl. pymts.	Annl. Recpts.	Int. on uninvestd balas.	origl. Secureties.
The balance of original secureties and cash amounting to - - - - -					16861
1835 Mar. 27 to 1836 Mar. 27,	1 years receipt, includg. 576 70,		2448 29		
	1st years payments, -	2184 30			
	Commn. on 1871 60 at 10 per cent.	187 16			
	Do on 17437 69 at 5 per cent.	871 84			
			3242 30		
	Trustees in advance, -		795 01		
1836 to 1837,	2d years receipts, - -		2398		
	Trustees advance past year, -	795 01			

	Annl. pymts.	Annl. Repts.	Int. on uninvestd balas.	origl. Secureties.
Their payments this year, -	1550 95			
Commission on $2363, - -	236 30			
		2582 26		
Trustees still in advance, -		184 26		
1837 to 1838, 3d years Receipts, - -		4771 25		
Advance from last year, -	184 26			
payments this year, - -	731 75			
Comn. on $2271 75, - -	227 12			
Loan to D. Saunders, - -	3225			
		4368 13		
Balance of annual income unemployed, From Mar. '38, to Septr. '38, when the loan to H. De Krafft was made, but not within the rule for charging interest. The rule as understood is $500 to remain in hand to meet contingencies, & 3 months after the end of the year to seek investments.		403 12		
1838 to 1839. 4th years annual receipts, -		3184 75		
		3587 87		
Same years payments, - -	4023 71			
Comn. on 3184 75, - - -	318 47			
		4342 18		
Trustees advance this year not reimbursed 'til next year, - - - -		724 31		
Six mos. int. thereon to their credit, $22 62.				
1839 to 1840, 5th years receipts, - -		2900 75		
payments this year, - -	1471 09			
Advance last year, - -	754 31			
Commission, - - -	290 07			
		2515 47		
		385 28		
1840 to 1841, 6th years rcpts. - -		5001 50		
		5386 78		
Payments this year, - -	1764 26			
Commn. on 3971 40, - -	397 44			
		2161 40		
		3225 38		
Absorbed as early as May in the loans to Gadsby & R. H. Weightman, except about 225$.				
1841 to 1842, 7th years receipts, - -		6223 89		

	Annl. pymts.	Annl. Recpts.	Int. on uninvestd balas.	origl. Secureties.
		9449 27		
payments this year, - -	914 26			
Commn. on $2884 97, - - -	288 49			
Loans to Gadsby in this year, -	1000			
		2202 75		
		7246 52		
Absorbed in the loans to R. H. Weightman, Coxe, and D. Saunders, 2d loan leaving after $500 off for contingencies $1246 52 unemployed 'til 20 Decr., & $546 52 unemployed 'til Septr. '45.				
Interest thereon to the debit of the Trustees on the former 47 61, & on the latter $89 53,			137 14	
1842 to 1843, 8th years receipts, - -		4973 02		
payments this year, - -	4344 69			
Commission, - - -	307 48			
2d Loan to D. Saunders, -	3000			
Loan to R. S. Coxe, - -	700			
		8852 17		
		3867 37		
R. H. Weightmans loan, allowance for contingencies, & $546 52 at interest as unemployed from past year, would leave 324 41 unemployed till Septr. 45.				
Interest thereon to debit of trustees, -			67 54	
1843 to 1844, 9th years receipts, - -		2706 73		
Pd. in by Coxe, part of principal,		213 64		
		6787 74		
payments this year, - -	1606 94			
Commn. on 2706 73, - - -	270 67			
Loan to Gadsby, - -	100			
		1977 61		
		4810 13		
Interest on $729 12 further unemployed til Sept. 45,			60 75	
1844 to 1845, 10th years receipts, - -		2850 79		
		7690 92		
payments this year, - -	1873 10			
Commission, - - -	288 07			
Loan to R. C. Weightman, -	107 50			
		1768 67		
		5922 25		
Interest on $1004 62 additional, unemployed 'til Sep. '45, - - -			25 10	
1845 to 1846, 11th years receipts, - -		4132 93		

			Annl. pymts.	Annl. Recpts.	Int. on uninvestd balas.	origl. Securities.
	Paid in by Gadsby, part of principal,			600 00		
				10655 18		
	payments, - - -		1233 48			
	Commn. on $2632 93, - -		263 29			
	Loans: Douglass, - -	2000				
	Bradley, - -	600				
	R. C. Weightman, -	800				
	Jno. Saunders, -	700				
			4100			
				5596 77		
				5058 35		
Int. on $601 11 to Novr. 46, -		10 50				
$1351 31 to Jan. '47, -		43 96			54 46	
1846 to 1847, 12th years receipts, - -				2796 59		
Paid in by Coxe, further part of principal,				87 13		
				7942 07		
payments this year, - -			833 91			
Commission, - -			279 65			
Loans: R. C. Weightman, -	940					
Jno. Saunders, -	87 50					
" -	333 33					
" - -	327 50					
			1698 33			
1847 to 1848, 13th years receipts, - -				2811 89		
				4997 47		
Paid in by Jno. Saunders, principal,				1975 79		
Paid in by D. Saunders, (house,)				6000		
Int. on his $3000 loan from 1st Apl. to Sep. 18, '47, - - -				82 50		
				18185 94		
Payments this year, - -			6798 57			
Commission, - -			399 54			
Loans to J. Saunders, -	250					
	267 10					
R. C. Weightman, -	230 57					
			747 67			
House sold to Mrs. Barney, -			6000			
Taxes paid thereon, - -			8 01			
Rebate of interest on D. Saunders' loan of 3225$, accounted for to 1 Oct. -			6 45			
				13960 24		
Bill filed 10th Mar., 1848, -				4225 70		
1848 to 1849, 14th years receipts, - -				4527 11		
Paid in by Coxe, pt. of principal,				215 64		
				8968 45		

		Annl. pymts.	Annl. Recpts.	Int. on uninvestd balas.	origl. Secureties.
	Payments, - - -	4158 80			
	Commisn. on 2818 58 - -	281 85			
	Rebate of Interest on D. Saunders' loan charged in the years receipts, -	373 50			
			4814 15		
1849			4154 30		
to					
1850,	15th years receipts, - -		4073 45		
	Paid in by Bradley, principal, -		600		
			8827 75		
	payments, - - - -	2557 71			
	Commn. 3416 70, - -	342 30			
	Rebate of Interest on D. Saunders' loans included in the years receipts, -	650 25			
			3550 26		
1850			5277 47		
to					
1851,	16th years receipts, - - -		3143 60		
	Paid in by Douglass, principl. -		2000		
			10421 07		
	Payments, - - - -	3126 71			
To Mr. Linton, for Mrs. Barney, 17 July, 51,		1658 26			
Commissn. 3143 60, - - -		314 36			
			5099 33		
			5321 74		
July 17,	That balance carried to the origl. secs. to trustees debit, -				5321 74
" "	Int. to the credit of trustees in the 4th year, - - - -			22 62	
					322 37
1851.					
July 17th,	New securities taken by the Trustees, and passed to their credit in the annual statement now outstanding, and agreed to be received by the complnt. viz.				
	R. C. Weightman, -			1982 84	
	Gadsby, - -			500	
	DeKrafft, - -			2475	
	Farrar, - -			1387 37	
	Coxe, - -			270 90	
					6616 11
					29121 22

Cr.

1851.		
July 17,	Original securities paid in, the proceeds of which are carried to the debit of the Trustees in the annual statements, viz.	

	Annl. pymts.	Annl. Recpts.	Int. on uninvestd balas.	origl. Secureties.
Smith, - - -		2500		
Cooper, - -		5000		
Jones, on ac. - -		730		
Clarke, - -		985 42		
			9215 42	

Original securities now surrendered.

Original securities now surrendered to the Complt. Voucher, No. 345, viz.

Tower, - -		1520	
Clarke, - - -		1514 58	
Turnpike stock, -		500	
Bk. U. S. stock, - -		636	
Bk. Metropls stock, -		2525	
Theatre, - - -		150	
These are not in the receipt, { Canal stock, -		600	
{ Steamboat stock. - -		200	
			7645 58

New securities taken by the Trustees, and now surrendered to the complnt. voucher, No. 345, and above enumerated, as agreed to be received, - - - - 6616 11

23477 11

Dr.

Balance due from the trustees, as of 17 July, 1851, - - - - - $5644 11

" If the security for R. H. Weightman's debts be appproved by the Court, and carried to the trustees credit, those debts amount to, - 2500
271 75

2771 75

And the balance due as of the same date, will be, $2872 36

The int. on R. H. Weightmans loan, is charged up to 1 July and 10 Mar. 1851, on the above acct. On
R. C. Weightman, to 10 Mar. 1851,
Gadsby, " 22 May "
Coxes, " 11 Feby. "

W. REDIN,
6 Octr. 1851.

Continuation of the receipts and payments of the Trustees in detail, from the time to which the former account was made up, to the 17th July, 1851, the aggregates of which are included in the preceding summary.

			Annual Payments.	Annual Receipts.
Dr. 1850.				
May	4,	Of Gates rent, $10, 9th, Farrar int. 20 81, Perry rent, $87 50, - - - - - -		118 31
"	11,	DeKraffts int. $12 37, 28th, Purcell int. 22 72, Gadsby, 30$, - - - - - -		65 09
"	30,	Gates rent, $10, June 15th, DeKrafft, 12 37, 19th, Carvello, rent, 125, - - - - -		147 37
July	1,	Bk. Metrp. divid. 227 25, Douglas on ac. principal, $500, - - - - -		727 25
	15,	Gates, $10, 16th, Ober, 175, 18 Jones' int. 22 80, -		207 80

			Annual Payments.		Annual Receipts.	
Aug.	9,	Phillips rent, $9, Farrar int. 20 81, 12th, Perrys rent, 8756,			117	31
	27,	Gates, $10, Sep. 4, DeKrafft, 24 75, 10th, R. H. W. int. 7 55,			42	30
Sep.	10,	R. C. Weightman, int. 58 28, Oct. 2, Carvallo, $125,			183	28
Oct.	4,	Munding, $10, 15, Ober. $200, 19th Jones int. 22 80,			232	80
"	21,	Purcell, $22 72, Novr. 1, Douglas on fav. ac. principal, 500,			522	72
Nov.	4,	DeKrafft int. 24 75, 11 Munding, $10, 13th, Farrar, 20 81,			55	56
	13,	Perry, 87 50, 19th, Purcell int. 22 72.			110	22
1851.						
Jany.	1,	R. H. Weightman, int. $150, 4th, Carvello, 125,			275	
"	10,	Metrops. Bk. divd. $101, 14th, Ober. 200, DeKrafft, 37 12,			338	12
"	18,	Middleton, 22 80, Feby. 9, Farrar, 20 81, Coxe int. 16 25,			59	86
Feb.	12,	Perry, $87 50, Munding, $27, Mar. 10, R. H. Weightman, 7 55,			122	05
Mar.	10,	R. C. Weightman, 58 28, 12th, Callin, $10, Apl. 2d, Carvallo, 125,			193	28
Apl.	12,	DeKrafft, 37 12, 15th, Ober. $200, 16th, Purcell, 22 72,			259	84
	16th,	Callin, $10, 19th, Middleton, $22 80, May 9th, Perry, 87 50,			120	30
May	12th,	Farrar, 20 81, 22d, Gadsby, $30 31, Douglas in full, $1000,			1050	81
	31st,	Douglass, int. $99 33, June 1st, Cullin, $20, July 1st, R. H. Weightman, 75,			194	33
					5143	60
Cr. 1850.						
July	20,	To Mrs. Barney, 735 82, Aug. 15, Harvey & Hay, $35, V. 333.4		770 82		
Aug.	15,	Edmonds & H. 82 31, Oct. 17, same, 93 69, V. 335.6		176		
Oct.	21,	Mrs. Barney, $351 68, Decr. 5, Stanley, 47 82, " 337.8		399 50		
Novr.	14,	Taxes, 173 09, Decr. 7, Waite, 3 50, insure. $51, V. 339.40.41		227 59		
1851.						
Jany.	20,	Mrs. Barney, $376 29, Apl. 21, Mrs. Barney, $562 95, V. 342.3,		939 24		
June	21,	Same, 247 65, July 17, Mrs. Barney, 1658 26 V. 344.5		1905 91		
July	30,	Same, $82 55, Franklin, 98 30, Schneider, 7 46, V. 346.7.8		188 31		
		Plant. 12 50, Sept. 22, Mrs. Barney, 165 10, V. 349.50		177 60		
				$4784 97		
		Comn. on 3143 60,		314 36		
					5099	33
				$ 44 27		

W. REDIN,

Octr. 6th, '51.

3497.

Agreement of Counsil.

Agreement of Counsel.

MARY E. BARNEY
vs.
SAUNDERS & WEIGHTMAN.

It is agreed between the said Complainants and defendants that the cause shall be set for hearing as upon exception to the Auditor's report, and on the said hearing the parties may set up and rely upon the statements made by the Auditor at the instance of either party respectively, as though exceptions in form had been taken to the said report of the Auditor, upon the points appearing in said statements respectively, and further that either party may ore tenus take and state such further objections to the said report as they may see fit, filing with the clerk at any time before the decision of the Court, a statement of the specific points on which they do so respectively rely, to be taken and considered and have all the effect of exceptions taken formally to said Auditor's report. Provided such decision shall not be stayed or delayed for want of such points on either side.

ROBT. J. BRENT,
JOHN H. LINTON,
For Comp'lt.
JOS. H. BRADLEY,
For def'dts.

Deed of Trust.

ROGER C. WEIGHTMAN
TO
RICRARD WALLACH and
JNO H. SAUNDERS.

Deed of Trust.

Received and Recorded
30th July 1849.

This Indenture made this tenth day of September, in the year Eighteen hundred and forty-seven, between Roger C. Weightman of the first part and Richard Wallach and John H. Saunders of the second part, all of Washington City in the District of Columbia. Whereas David Saunders of said City, one of the trustees of the Estate of Edward DeKrafft deceased, late of said City, at the instance and request of the said Roger C. Weightman his Co-trustee hereto-

fore, to wit: on the twenty-second day of May in the year Eighteen hundred and forty-four, loaned and advanced to one William Gadsby the sum of five hundred dollars ($500,00 for which the said Gadsby passed to the said Trustees of said DeKrafft's estate, his promissory note bearing date on the day and year last aforesaid, and payable three months after date thereof, to the order of and endorsed by said Roger C. Weightman, and also at the instance and request aforesaid did lend and advance on the fifteenth day of June in the year last aforesaid, unto Richard S. Coxe of said City, the sum of five hundred and fifteen dollars and sixteen cents, ($515 16) for which said last mentioned sum the said Coxe passed to the said Trustees of the Estate of Edward DeKrafft, his certain promissory note bearing date on the day and year last aforesaid, payable twelve months after date thereof, to the order of and endored by the said Roger C. Weightman, upon which there remained unpaid the sum of four hundred and eighty-nine dollars and ninety-four cents, ($489.94) and also on the first day of May in the year Eighteen hundred and forty-six, did lend and advance unto Richard Hanson Weightman of the State of Missouri, at the instance aforesaid, the sum of two hundred and fifty-one dollars and sixty-seven cents, $251.67). And whereas the said Roger C. Weightman desires by the execution of these presents to indemnify and save harmless the said David Saunders, and to protect said Estate of said Edward DeKrafft from and against any and all loss or damage on account of said several loans and advances, so as aforesaid made at his instance and request, as well as to secure the payment of the further sum of two thousand and seventy-eight dollars and seven cents, ($2078.07) with interest from the tenth day of September in the year Eighteen hundred and forty-seven, owing by him the said Roger C. Weightman to said estate of said Edward DeKrafft.

Now therefore, this indenture witnesseth that the said Roger C. Weightman for and in consideration of the premises and of the sum of five dollars to him in hand paid by the said Richard Wallach and John H. Saunders, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed and confirmed, and by these presents doth give, grant, bargain and sell, alien, enfeoff, confirm and convey unto the said Richard Wallach and John H. Saunders and the survivor of them, his heirs and assigns, Eight undivided three hundred and fifteenth parts, the whole into three hundred and fifteen equal parts being divided of and in the following tenements and premises, that is to say of and in all and singular those lots, pieces or parcels of ground in the said City of Washington, known and designated on the plan and marked and laid down on the plat thereof as lots numbered Eight (8), Nine (9), ten (10), eleven (11), twelve (12), and thirteen (13), in square numbered four hundred and ninety-one (491), and all that part of lot numbered fourteen (14) in said square

3438.

and near adjoining said lot numbered thirteen (13), fronting twenty (20) feet on North C street, and running back at right angles with said C street North the full depth of said lot numbered fourteen, and of and in all and singular the houses, buildings, hereditaments and appurtenances unto the said pieces or parcels of ground and every of them belonging or in any way or manner appertaining. To Have and To Hold the said Eight undivided three hundred and fifteenth parts (the whole three hundred and fifteen equal parts being divided,) of and in the said pieces or parcel of ground and premises with the appurtenances as aforesaid unto the said Richard Wallach and John H. Saunders, and the survivor of them his heirs and assigned to their and his sole use and behalf forever—Upon the trusts nevertheless hereinafter mentioned, that is to say in trust to suffer and permit the said Roger C. Sherman, his heirs and assigns, to have, hold, use, occupy, possess and enjoy the premises and the rents, issues and profits thereof, to receive, take and apply to his and their own use and benefit until default made in the manner hereinafter presently mentioned in the payment of the aforesaid several sums of money or any interest which may hereafter accrue thereon.

And in case the said three several sums of money first hereinafter mentioned, or any part thereof, shall remain unpaid on the tenth day of September Eighteen hundred and fifty-two, or in case the said Roger C. Weightman shall fail to pay the said sum of two thousand and seventy-eight $\frac{07}{100}$ dollars on or before the day and year last mentioned, or in case the interest which shall hereafter accrue from the tenth day of September Eighteen hundred and forty-seven on the said several sums of money hereinbefore mentioned, or any portion thereof, shall remain behind and unpaid on the tenth day of September in the year Eighteen hundred and forty-eight, or on the same day last mentioned, in any ensuing year during the period of five years from the execution of these presents, then and in such or either case, it shall be the duty of the said Richard Wallach and John H. Saunders, or the survivor of them, his heirs and assigns, to sell and dispose of the said Eight undivided three hundred and fifteen parts, the whole into three hundred and fifteen equal parts, being divided of and in the said piece or parcels of ground and premises with the appurtenances as aforesaid, at public or private sale for cash or on such credits as they, the said Richard Wallach and John H. Saunders, or the survivor of them, his heirs and assigns, may deem best for the interest of all parties concerned, first giving at least 30 days notice of the time and place of sale, (if public by advertisement inserted at least ten times in some newspaper printed and published in said City and out of the monies arising from such sale pay in the first place all expenses of sale and other expenses of executing this trust, including a reasonable commission on the gross amount of such sale to the trustee or trustees for the time being, for his or their trouble: Secondly

pay the said several debts with all interest, cost and charges thereon, the surplus, if any, to be paid over to the said Roger C. Weightman, his executors, administrators or assigns. And upon the further trust in case of such sale, to convey the said Eight undivided three hundred and fifteenth parts (the whole into three hundred and fifteen equal parts being divided of and in all and singular the said pieces or parcels of ground and premises with the appurtenances in fee simple to the purchaser or purchasers under these presents.

In witness whereof the said Roger C. Weightman has hereunto set his hand and affixed his seal the day and year first herein before written.

R. C. WEIGHTMAN, [SEAL]

Signed, sealed, and delivered in presence of,

T. C. DONN,

B. K. MORSELL.

DISTRICT OF COLUMBIA,
Washington County, sct:

We, Benjamin K. Morsell and Thos. C. Donn, two Justices of the peace in and for the county aforesaid, do hereby certify that on this fourteenth day of September, in the year eighteen hundred and forty seven, personally appeared before us, in our county aforesaid, Roger C. Weightman, party grantor to a certain deed or instrument of writing, bearing date on the tenth day of September, in the year eighteen hundred and forty-seven, and hereto annexed, the said Roger C. Weightman being personally well known to us to be the person who executed the said deed, and acknowledged the same to be his act and deed.

Given under our hands and seals this fourteenth day of September, in the year 1847.

B. K. MORSELL, J. P. [SEAL]

T. C. DONN, J. P. [SEAL]

Copy of David Saunders acct on Fowler & Co's Book B.

DR.	*D. Saunders.*		CR.
1841.			
Novr 9 To ck Watson,	450	Decr 2 By admrs & McP note,	450 00
		1842.	
Jany 31 To ck C & Riggs,	145	Jany 29 By cash,	145 00

Copy of R. C. Weightmans acct on Fowler & Co's Book B.

Dr.			*R. C. Weightman.*			Cr.	
1838.				1838.			
May 10	To cash,		20	Apl 30	By bal from Lib A,	447	65
" "	" "		150	July 17	By cash,	480	
19	"		10	Aug 13	Note of Webb,	104	
24	"		30	Oct 1	By discounts,	17	85
26	"		40				
June 2	"		100				
July 25	"		30				
Aug 20	"		20				
Sept 6	"		10				
24	chk change,		30				
27	"		50				
	Balance,		589 50				
			1079 50			1079	50
Oct 1	To ck sundries.						
2	"	Barry,	180 75	Octr 1	By ball,	589	50
"		change,	28 75	Nov 19	By E Manroes acct.	151	50
"		Beaver,	20	20	By Van Ness,	100	
4		sundries,	30	"	By ¼ pr c on above		25
4	"	sundries,	50	"	By Gales & S. note,	436	75
9	"	change,	30	30	By cash,	857	33
"	"	Fowler & bro	20	Dec 31	By Ed Simms ck,	400	
20	"	self,	200	1839.			
Nov 10	"	"	20	Jany 5		100	
23	"	A C	50	7		440	16
26	"	Beaver,	40				
30	"	change,	40				
4	"	A D	20				
8	"	"	20				
11	"	change,	50				
14	"	H F W,	50				
15	"	Johnson,	20				
17	"	S,	420				
22	"	A D,	20				
24	"	Draft,	200				
28	"	A D,	20				

Dr.					Cr.		
Dec 31	"	change,	200				
Jan 17	"	A D,	700				
19	"	"	100				
23	"	"	100				
"	"	Beltzhoover,	41	68			
28	"	A D,	50				
30	"	change,	20				
31	"	Johnson,	30				
Feb 6	"	Beaver,	90				
7	"	"	10				
11	"	"	14	28			
			2885	46			3075	49
1839.					1839.			
Feb 11	To amt brt over,		2885	46	Feb 14	brot over,	3075	49
14	" check,		130			" By coupons,	275	
21	"	"	30		26	" cash,	700	
27	"	"	10		Mar 2	" Gales & S.,	450	50
"	"	"	740		16	" Cash,	200	
Mar 2	" D. H. R.,		17	25	"	" E. Herrings note,	584	35
"	" Disct on G. & S. note,		17	75	Apl 29	" Cash,	250	
"	" ck bearer,		30		May 13	" "	240	
5	" A. D.,		200		23	" "	1124	75
9	"	"	30		27	" J. W. Clark,	1250	
12	"	"	70		June 13	" Drf on C. Coxe,	538	26
14	"	"	10		17	" Cash,	500	
15	" Stephenson,		20		Aug 28	" "	50	
16	" int on Herrings note,		17	20	Sep 12	" "	150	
19	" ck Do		500		"	" Drf.	40	
22	" bearer,		120		30	" Munroe,	175	
25	" W. Y.,		150			" D. Saunders,	54	50
Apl 2	" A. C.,		70			" int to date,	20	92
9	" Bearer,		40					
15	"	"	10					
16	"	"	25					
17	" W. Y.,		90					
May 1	" Change,		30					
2	" A. D.,		60					
7	" Bearer,		20					
10	"	"	20					
15	" K. & H.,		206					

Dr.					Cr.			
May 16	To Bearer,	50						
" "	" A. D.,	30						
18	" Insurance,	50						
" "	" J. Merick,	1020	50					
21	" Bearer,	5						
22	" A. D.,	70						
24	" Bearer,	120						
27	" Trinity,	10	47					
" "	" H. W.,	150						
29	" Change,	60						
Jan 1	" Bearer,	20						
3	" A. D.,	60						
4	" Bearer,	20						
5	" A. B.,	200						
7	" A. B.,	50						
8	" A. B.,	300						
11	" Gales & Seaton,	452	25					
12	" Change,	50						
17	" A. B.,	15						
18	" Bearer,	20						
10	" Phila.,	50						
22	" A. B.,	20						
" "	" Va.,	720	00					
July 12	" A. B.,	10						
Aug 31	" "	100						
31	" "	30						
Sept 3	" "	10						
6	" Bearer,	11						
9	" A. B.,	10						
14	" bearer,	30						
17	" Bearer,	20						
" "	" A. B.,	30						
23	" Change,	10			Oct 1	By balance,	46	07
25	" A. B.,	60			18	" cash,	485	
27	" "	120			Dec 14	" C. S. Fowler,	100	
28	" Bearer,	65			" "	" colln Bills,	40	
30	" int	4	50		Mar 12	" C. S. Fowler,	100	
Oct 5	" R. H. W.,	60			19	" Cash,	78	75
18	" ck A. C.,	10			May 19	" Newton & Gadsby,	200	
Nov 20	" bearer,	260			June 4	" "	289	
" 22	" A. C.,	15			17	" C. S. F.,	100	
Dec 2	" postage,	9	83		20	" Cash,	800	
" "	" "		95		29	" "	72	10
3	" clk	25			30	" colln Bills,	40	

Dr.					Cr.		
6	"	"	10	July 1	"	cash,	103 50
17	"	"	180	27	"	" Va.,	250
23	"	A. C.,	10	Aug 25	"	R. C. W.,	130
24	"	"	10	29	"	"	99 75
26	"	"	10	Sep 15	"	Thomson,	270
Mar 12	"	"	163 33	19	"	Do	219
Apl 3	"	"	8	30	"	Int on acct,	5 98
4	"	"	30				
6	"	Bearer,	10				
9	"	A. C.,	10				
"	"	Bearer,	5				
11	"	A. C.,	8				
13	"	"	5				
14	"	"	5				
16	"	Cammick,	8 64				
18	"	Bearer,	5				
"	"	"	5				
27	"	A. C.,	50				
30	"	"	50				
May 4	"	"	30				
6	"	"	13				
9	"	"	8				
"	"	"	15				
12	"	"	8				
"	"	Geo. Hill,	22				
14	"	bearer,	5				
16	"	"	5				
19	"	"	5				
28	"	"	5				
June 2	"	Gadsby,	144 50				
5	"	H. C.,	100				
6	"	A. C.,	31 10				
"	"	H. T. W.,	107 75				
27	"	payt acct Balt,	200				
July 3	"	ck,	100				
13	"	"	400				
"	"	"	150				
28	"	"	112				
Aug 5	"	" B. W.,	65				
7	"	" "	60				
8	"	" "	130				
"	"	Wm. Little,	10				
22	"	R. H. W.,	51 25				
24	"	"	50				
29	"	Note Simms,	177 38				

Dr.				Cr.		
Sep 28	" R. C. W., Bale.	203 252 72				
		3429 15				3429 15
1839.				1839.		
Oct 5th	ck R. C. W.,	130		Octr 1	By bal	252 72
9	" "	50		28	Cash	1054
21	" "	30		29	"	500
25	" "	100		1841.		
1841.				Jan 29	"	775
Jan 12	" "	15		Feby 5	"	100
15	" "	20 72		Mar 9	"	240
"	" "	Va 60		15	"	300
19	" "	20		16	"	500
20	" "	50		Apl 8	"	40
"	" "	5		May 4	"	300
23	" "	7		"	"	15
"	" "	22 58				
25	" "	30 00				
"	" "	9				
26	" "	5				
27	" "	11				
28	" "	25				
"	" "	7				
29	" C. & C.	831 75				
31	" A. B.	5				
"	"	40				
"	" R. H. W.	50				
Feby 1	" A. B.	67				
3	" "	60				
5	" "	20				
"	" "	10				
6	" "	10				
8	" "	4 59				
"	" "	20				
9	" F. & bro	30				
10	" A. B.	20				
11	" "	25				
13	" "	60				
15	" "	10				
16	" "	75 25				
17	" Walker	8				

Dr.					Cr.		
	18	" A. B.	10				
	"	" "	22				
	"	" "	120				
	23	" R. H. W.	80				
Mar	2	" A. B.	10				
	"	" "	37				
	5	" "	10				
	6	" "	20				
	"	" H. T. W.	56				
	8	" A. B.	20				
	9	" H. T. W.	150				
	11	" O. Evans	42				
	15	" R. H. W. drt	100	45			
	16	" A. B.	10				
	19	" "	5				
	"	" "	10				
	20	" "	10				
	22	" "	12				
	"	" Ck A. B.	20				
	23	" R. H. W.	100				
					1841.		
	25	" Ck Va	5		May	brot over	4376 65
	26	" "	10		June	4 By Cash,	190
	27	" "	25			30 "	75 50
	31	" "	150		July	7 "	80
Apl	3	" R. H. W.	100			17 "	500
	8	" A. B.	10			" "	40
	9	" "	10			27 "	487 53
	13	" "	10		Aug	31 "	50
	15	" "	10		Sep	16 "	100
	16	" "	140			17 "	150
	20	" "	5		Oct	28 "	320
	"	" "	5			" "	5
	21	" "	6		Nov	13 "	307 82
	22	" A. B.	5			12 " Va	300
	24	" "	5				
	"	" "	6				
	26	" King	10				
	27	" A. B.	10				
	"	" R. H. W.	140				
	30	" P. P.	16	85			
May	5	" "	65				
	7	" A. B.	270				
	8	" $5 $5	10				

Dr.				Cr.
10	"	R. H. W.	200	
11	"	Ck	5	
12	"	"	5	
13	"	"	5	
15	"	"	20	
18	"	"	5	
20	"	Note	650	
22	"	Chk	20	
"	"	"	20	
24	"	"	10	
25	"	"	10	
"	"	Bulfinch	26	
27	"	A. B.	10	
28	"	"	20	
31	"	"	15	
June 1	"	"	10	
3	"	10 " 10	20	
"	"	"	20	
"	"	5. 10	15	
8	"	"	11	80
"	"	"	125	
9	"	"	108	50
12	"	" 30. 30	60	
14	"	10. 15. 5	30	
16	"	60. 120	180	
21	"	10. 20. 10	40	
24	"	Ck	15	
July 6	"	R. C. W.	100	
7	"	Ck	15	
8	"	"	26	50
9	"	bearer	15	
10	"	"	18	20
14	"	"	35	
17	"	"	30	
20	"	"	26	
28	"	"	120	
29	"	"	21	50
Aug. 3	"	"	170	
4	"	Bronaugh,	255	
7	"	R. W. W.,	259	60
16	"	Pk. Bk.,	56	93
"	"	"	59	60
"	"	Taylor,	57	12
Sep. 13	"	Ch.,	200	
14	"	"	70	

15	"	"	99 11				
20	"	"	70				
23	"	"	55				
28	"	"	78 50				
"	"	"	76 88				
4	"	"	180				
15	"	"	38 08				
22	"	"	266 59				
29	"	"	155				
Nov. 3	"	"	45				
6	"	"	100				
11	"	"	47				
15	"	"	60				
20	"	"	33 35				
27	"	"	215				
Dec. 2	"	"	20 95				
13	"	"	137 30				
27	"	"	241				
31	"	"	110 50				
Jan. 4	"	"	83 82				
21	"	"	295				
Feb. 2	"	"	94 25				
12	"	"	103 89				
25	"	"	203				
"	"	"	227 25				
26	"	H. R. W.,	15				
28	"	"	55				
Mar. 9	"	"	91 21				
12	"	"	82				559 86
			12716 82				12716 82
1842.							
Mar.17	"	Balance,	559 86	Aug. 15	By	Int.,	65 22
Aug.15	To	ck.,	201 75	"	"	C. S. T.,	200
	To	disc't,	1 23	"	"	"	108 75
	"	"	12 45	"	"	"	107 25
				"	"	"	105 75
					Ball.,		188 32
			775 29				775 29
1842.				1842.			
Aug.15	To	ball.,	188 32	Oct. 14,	By	cash,	63 00

Affd't of W. C. B.

Affidavit of Whetman C. Bestor, on the condition of the Banks in the D. .C

DISTRICT OF COLUMBIA.

Washington County, to wit:

On this seventeenth day of November, 1849, before me, the subscriber, a justice of the peace in and for the said county, personally appeared Whetman C. Bestor, residing in Washington city, in said District of Columbia, and made Oath, on the Holy Evangely of Almighty God, that the facts and circumstances hereinafter stated, are true to the best of his knowledge and belief. That is to say, that the Banks located in the said District of Columbia, in the years 1841 and 1842, were as safe depositaries for monies as could be desired. That they received and deposite (as well as C. S. Fowler & Co., of this city, such Bank notes depreciated in the market, Virginia Bank notes and others, which were not at a greater discount than said Virginia Bank notes,) as formed part of the circulating medium of the said District of Columbia, and that the Banks were never in better credit and repute.

WHITMAN C. BESTOR.

Signed and Sworn to before me this 17th day of November, 1849.

T. C. DONN, J. P.

Receipt of Mrs. Barney, to R. C. Weightman, for Interest on loans.

Rec'd this —— day ——, A. D. 1849, of Roger C. Weightman, two hundred and eighty-nine dollars and 78 cent, for interest on loans made by the trustees under the will of Edward DeKrafft, to Roger C. Weightman, and to Richard H. Weightman, provided that this receipt shall not be considered as sanctioning the said loans by said Trustees, the said interest being in full to 10 Sept. 1848. Errors excepted.

MARY E. BARNEY.

Letter of D. Saunders, to Mrs. Barney, Mr. 2, '48.

MADAM:—

Enclosed you will find Mr. William A. Bradleys check for $36, received yesterday, for one years interest on his loan. Also, Mr. R. H. Weightmans reply to my communication to him on the subject of your several notes of late date.

The Interest which was due from Genl. Weightman, on the 10th Sept. last, was on that day made principal, bearing interest, and together with other interest monies which he assumed and at that time made principal,) is included in the sum of $230 57, as exhibited in my account, as a loan to him at that time, bearing interest payable yearly.

Yr obdt Servt,

D. SAUNDERS, actg trustee.

MRS. MARY E. BARNEY.

Copy, Letter from Jno. A. Linton, Esq., to Messrs. Weightman & Saunders.

Law Office, City Hall, Mar 20, '50.

Messrs. Weightman & Saunders,

Gents:

I am instructed by Mr. & Mrs. Barney to inform you they have received an offer of $1000 per annum for the storehouse at the corner of La Avenue and 7th Street, which the applicant desires to take possession of as soon as possible, and wish the trustees to legally notify the present occupant to vacate, unless he is willing to keep it at that rent. They also request the trustees to raise the rent to $450 on the house now tenanted by Mr. A. E. Perry; if he is unwilling to pay that rent, they desire the Trustees to give him the required legal notice to vacate. The house now occupied by Mr. Carvallo they desire to tenant themselves, and wish the trustees to give Mr. C. notice to vacate. Let me hear from you at your Earliest convenience.

Yours Respectfully,

JNO. A. LINTON,

Atty for Mr. & Mrs. B.

Letter from Mr. Barney to Mr. Saunders.

Washington, Oct 30, 1847.

Sir:

Not wishing to institute any proceedings against you, without your previous knowledge, I herewith send a copy of a letter addressed this day to R. C. Weightman, Esq., Your Co-trustee of the Estate of the late Edwd DeKrafft.

Yr obdt Servt,

SAML CHASE BARNEY,

U. S. Navy.

D. Saunders, Esq.

Letter from Mr. Barney to Mr. Weightman.

Washington, Oct 30, 1847.

Sir:

Apprehensive that you may be in ignorance of the result of an investigation of the accounts of the Estate of the late Edwd DeCrafft, as submitted by your Co-trustee, D. Saunders, Esq., I am prompted to inform you for your future safety, that large sums have been most unsatisfactorily accounted for, & that even present income has been anticipated & the amounts discounted by D. Saunders, Esq., involving the Estate partly for the accommodation of his son, without the sanction or knowledge of Mrs. Barney.

I have directed proceedings to be instituted without delay, as I find by procrastinating to invite amicable settlement, the time is taken advantage of to involve the Estate deeper.

Any explanation you may desire will be afforded.

Yr. obdt. Servt,

SAML CHASE BARNEY,
U. S. Navy.

R. C. Weightman, Esq.

Letter from Mr. Saunders to Mrs. Barney.

Washington, Octr 29, 1847.

Mrs. M. E. Barney,

Madam:

I am greatly surprized at the tenor of your note of yesterday, but prefer explaining the several matters therein alluded to, to commenting on its terms, however exceptionable.

The loan particularly mentioned was made & partial payments on account of it before your marriage, and before it was in contemplation; the residue shortly before and after your marriage.

The loan to R. C. & R. H. Weightman of $230 57 & $251 67 respectively, on the 10th of Septr, 1847, were not actual advances of money to them at that time, but composed of interest due from them, or for which they were liable, and unpaid, and on the 10th of Septr, '47, made principal bearing interest, & so appearing as loans on that day.

With respect to the money received, and not included in the receipt account, there was due from Mrs. Ross on the 6th Novr one quarters rent, which, in anticipation of her leaving home, she requested me to call & receive, and which I did receive on the 25th Octr, being 12 days in advance.

On the 14th Octr, I obtained a note of one of the tenants at 90 days for $175, & had it discounted for your accommodation upon my

endorsement, & paid you $100 of the proceeds; the balance with the quarters rent alluded to above was deposited in Bank, & held for the payment of debts requested by you to be paid.

These several sums have been received subsequent to closing the receipt account, & for that reason were not included in them.

Mr. Carvallo's rent for the quarter ending Octr 1st, had been previously paid and handed to you. Mr. Purcell's loan was that made to J. S. Clarke, & secured by a lien on his property, which Mr. Purcell subsequently bought, subject of course to the lien, and has since paid the interest on the loan. I have received no part of the principal.

In regard to the payment to you of the whole income of your Estate, I am advised that it would be at the risk of the trustees, who are directed under the will to invest one-fourt of the proceeds of your Estate, until you arrive at the age of 18 years, & for their security it is proper that they should act upon this advice until the question is more clearly settled than at present.

In conclusion, I would suggest that in order to save the time and trouble brought about by this kind of investigation, probably a reference to Mr. Robbins, of the P. O. dept, would facilitate explanations, as he has for years assisted me with my accounts, is familar with them, and will, I am sure, cheerfully afford in person any explanation that may be desired in relation to them.

I am, Respectfully,
Yr obdt servt,
D. SAUNDERS.

Letter from Saml. Chase Barney to Mr. D. Saunders.

WASHINGTON CITY,
Feby 15, 1848.

D. SAUNDERS, ESQ.

Sir:—On the 30th Octr last I addressed a letter to R. C. Weightman, Esqr (copy of which I enclose to you), stating that large sums had been most unsatisfactorily accounted for, and that I was prompted to inform him of the fact for his own future safety as co-Trustee of the Estate of the late Edwd De Krafft, &c. I was induced to this step by information received directly from Mr. C. S. Fowler that the $2,000 or thereabouts had been deposited with him in your own name & independent of your position as Trustee. This statement conflicted so much with that received from yourself that I was prompted to take what I considered active measures for the future safety of the property. Your notice of agreement between yourself as trustee and Mr. Fowler induced me to have reference to Mr. F's books, and I was

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grieved to find I had been led to do you an injustice, and deem it but but proper I should make this unsolicited recall of the charge I had brought against you, as also to inform Genl Weightman of the fact without delay.

By reference to your note of 17 Jany, I perceive you have retained $149 75 of Income lately received, to pay taxes now due and indispensable repairs to property. Will you be pleased to inform me, on what property the taxes are due, and the amount paid on the several pieces. You will also be pleased to inform me what property requires repairs, the nature of these repairs, as also the expense incurred.

In my last note to you I requested to be furnished with "the respective dates on which the rents of the real Estate & the income & dividends of the personal Estate were severally due and payable."

In your reply you have failed to inform me on what dates the interest due on the various loans is payable. Will you be pleased to furnish this information?

By reference to the statement submitted, I perceive there was one quarter's rent due on the 6th inst from Mrs. Ross. If payable quarterly, will you be pleased to transmit to Mrs. Barney the three-fourths proportional part of income acknowledged to be her due by the Trustees.

My present obligations render it necessary I should command as much as possible of the income accruing since the death of Mrs. De Krafft. You will therefore be pleased to notify those in arrears of interest on loans that a speedy settlement is absolutely necessary. I would call your attention to the fact contd in your letter of 16th Novr, that the loan to Mr. John H. Saunders of $2,061 66 had been called in, and that $135 78 had been appropriated to fulfil the whole payment to Mr. John Plant; of this loan to Mr. J. S., Mrs. Barney recd $500, and that $1,335 53 of it had been loaned to Mr. James Long; there is, as you will readily perceive, a balance of $90 25 unaccounted for, & which I desire may be explained.

I also perceive by your accounts there has been paid to Mr. Plant the sum of $2,535 78, for which the Estate is secured in the sum of $2,475, a deficit of $60 78; the terms of sale may elucidate this incongruity. Will you be pleased to submit at your earliest convenience.

Your obdt serv,

SAML CHASE BARNEY,

U. S. Navy.

Letter of D. Saunders to Mrs. Barney.

WASHINGTON CITY, Feby 10, '49.

MADAM:

Mr. Carvallo has the privilege of occupying the house now in his possession as long as may be agreeable to him according to the arrangements under which he took it.

Yr obdt servt,

D. SAUNDERS,

Trustee.

Mrs. Mary E. Barney.

Letter from Mrs. Barney to D. Saunders.

WASHINGTON Septr 18, 1848.

Sir:

By your letter of 22d January last it appears that there was now due of the loans on acc of the Estate of my late father, the following, viz:

To Raphael Jones the sum of - - - -	1560	72
" J. S. Clark - - - - - - -	1500	
" Wm. Gadsby - - - - - -	500	
" R. S. Coxe - - - - - - -	484	94
" R. H. Weightman - - - - - -	251	67
Amounting to - - - - - - -	$4302	33

Of the above loans to R. Jones it is so shrouded in mystery notwithstanding my repeated efforts to extract some explanation, that I can give no instructions in regard to it. I leave it with yourself to take such steps as you may think proper, holding you responsible for the security thereof. The "Clark loan" is supposed to be in the same condition as left by my father except as to amount, and the Interest being paid quarterly and punctually if due vigilance on your part is Exercised, that I have no desire to disturb it at present. Of the latter three (Mess Gadsby, Cox and Weightman) there are no reasons why the principal should not at once be collected. The rule which my father seems to have adopted and rigidly adhered to, namely, that of quarterly payments, seems to have been totally disregarded, and the longest time, for reasons best known to yourself, given to those to whom you loaned the monies of the Estate. It appears also that notwithstanding this universal liberality, the interest accruing during my minority was either with great difficulty, and long delay collected, or an entire inability to pay acknowledged, and the interest allowed to become part of the principal.

Even subsequent to my marriage the following language was used by Mr. R. H. Weightman in reference to interest due from him in Sep. 1847: "I would, had I the ability, cheerfully pay it, &c." Interest has become due since my majority on each of the aforesaid loans and repeatedly demanded by me. You aver as a reason for not transmitting it, that tho' efforts have been made to collect the same, neither has been paid.

That I am entitled to the full income of my Estate from and after the date of my majority is not disputed by any one, that you can legally have appropriated any portion of that income, in any manner for a period beyond that date, I presume you will not assert, and therefore I peremptorily forbid any assimilation of interest with principal in any case connected with my Estate. In regard to the aforesaid loans I direct and request that the most prompt and energetic measures, legal if necessary, be at once adopted to collect the principal long past due, and interest due and accruing, that the same may invested, the principal in such manner as will not only allow me my support punctually, but place it beyond peradventure safe and secure, the interest when collected to be immediately transmitted to me.

By the same letter first referred to the appears the following loans not due:

To R. C. Weightman,	$2,078 07
" J. W. DeKrafft,	2,475 00
" James Long, (since due)	1,335 53
" R. H. Weightman,	2,500 00
" J. R. Douglass,	2,000 00
" .W A. Bradley,	600 00
Amounting to	$10,978 60

Of the foregoing the loan to Mr. DeKrafft was made with my sanction (fourteen hundred dollars being of my income) and the interest is payable monthly. I do not at present desire any change in that. The loan to Mr. J. R. Douglass I object to in one feature, that the interest is payable annually instead of quarterly—the interest was due on the 17 inst and I presume will be punctually transmitted, and if it is not, I desire and direct that the same measures be pursued in his case as directed towards Messrs. Coxe, Gadsby and Weightman. The loan to James Long, I am led to believe, has been collected both principal and interest, (the latter for even months) and that some time since. I will thank you to inform me what employment has been given to the principal and what, if any portion, has been transmitted me.

Of the loans to R. H. Weightman and Wm. A. Bradley, altho' not yet due, I feel compelled to direct that they be at once collected, by the terms of these loans the interest is payable annually, the neglect

or refusal so to pay vitiates the contract and thereby renders such a course not only proper, but is in accordance with the intent of my fathers will.

The inability acknowledged on the part of the two former to pay the interest heretofore, has been overcome by an easy method, that of making it principal, under no circumstances can that be allowed again, and as there is no reason to suppose that the future accruing interest will be paid, that for the last year past due being still unpaid, and which I am entitled to receive, you will within twenty-four hours after the receipt of these instructions adopt and pursue with the utmost vigilance such legal measures against principals, endorsers and securities of whatsoever nature as will in these cases, as well as those of Messrs Coxes and Gadsby, as will secure the prompt and immediate payment of all principal as well as the interest due and accruing, in the shortest possible period, that the principal may be invested in Govt Loans or the like, thus freeing it (the principal) from those changes and chances of loss, to which it is now liable by the death of Individuals, depreciation of securities, &c., &c.

This will ensure my means of support, of which, in fact, I am now deprived. For any deviation from these instructions, & any & any losses incurred thereby, you will be held personally responsible, as well for principal as interest.

The loan to Wm. A. Bradley by yourself, tho' you must have known that my father placed no confidence in him, & would not for a moment have permitted him the use of his money, will be considered as included in the foregoing instructions relative to the Weightmans, the interest not having been paid as stipulated. If, as you aver, and which instruction you seem to be acting upon, that you can do as you choose with my Estate, regardless of my wishes and instructions, & even refuse me any information as to where my money comes from, when, where and how invested, all the Estate may be so loaned that my having an income would be merely in the name, the whole a farce unless I can receive that income.

Mr. Barney, on the 27th Feby last, at my request, advised you that I desired those loans past due might be collected and invested in Govt loans, to which you made no reply, nor exerted yourself to comply with my wishes. Again I asked you to state the condition of the "long loan," and you refused so to do. I also requested that when money was transmitted you should inform me from what sources it was derived; this you also refused to do. During the month of February last you were requested to state at what periods the interest on the various loans were due and payable—for what repairs you retained $149 75 claimed under the general head of Taxes and repairs; also for what purpose a further sum of $135 78 was retained from a loan collected from J. H. Saunders; also, wherein the deficiency of $60 78 arose in the transaction with Mr. De Krafft, $2,535 78

appearing to have been paid & $2,475 00 only secured. To all these questions, and others not here named, you have uniformly refused to reply, tho' nearly all refer to transactions subsequent to the rendition of your accounts & to the period embraced in the bill filed in the Chancery Court. In fact, they are of the daily current transactions appertaining to the Estate, & which it seems to me I have a right to be informed, & in regard to which I can see no good reason for so studiously keeping me in the dark. For this information I now again apply, & will thank you to inform when, & to whom and to what amount the house on 10th street was rented, & at what period the rent is due and payable. I also desire you to inform me from what source the $35 00 was derived which was transmitted North in August last, & the $10 00 received by me on the 12th inst. here.

I have concluded to make the 7th street double house occupied by my father at the date of his death my permanent residence; therefore, I request that Mr. Carvallo, the present tenant, be notified previous to the first day of October next of my intention, & that I wish the same vacated on the 30th September, 1849.

Yr obdt servt,
(Signed) MARY E. BARNEY.

I concur in the foregoing letter of my wife, Mary E. Barney, addressed to Mr. David Saunders, & request him to comply with the instructions therein given.

Signed, SAM'L CHASE BARNEY,
U. S. Navy.

September 18, 1848.

On the 23d Septr, not receiving any answer from Mr. Saunders to the foregoing letter, and not receiving any of the income accruing on the loans alluded to in that letter, but understanding that R. C. Weightman withheld his interest on acc. of board due him by Mary E. Barney (De Krafft), & that R. H. Weightman's interest was withheld to satisfy the annual commissions due R. C. Weightman as co-trustee, Mrs. Barney deemed it expedient to address David Saunders the following letter :—

Mrs. B. to D. Saunders.

WASHINGTON CITY, Sept. 23, 1848.

D. SAUNDERS, ESQR.,

Sir:—On the 18th inst. I addressed you a letter containing specific instructions in regard to the several loans on acc. of my Estate, viz., to Messrs. Coxe, Gadsby, R. H. Weightman & Jones, each & all past due, as also in relation to those to Messrs. R. C. & R. H. Weightman, W. A. Bradley, &c., not yet due. On all these the interest has been allowed to run on, that on the present year on each loan still remaining unpaid.

In each of these cases I now emphatically and decidedly reiterate my instructions as given in my said letter of the 18th inst. In that letter, I called for information in regard to several matters appertaining to the Estate, for most of which I had previously repeatedly applied, but without success. Had your accounts as Trustee been properly kept, the information could have been furnished immediately. Again I call for the information, that I may know *where* my money is, and *when my income becomes due?* for all my knowledge in this respect is derived from your accounts, which exhibited as much irregularity in the payments of my income, that I can have no confidence in the correctness of deductions arising from data so very unstable.

If I am to depend upon my income for support, (and of course, I have no other means of meeting my liabilities and daily expenses,) why do you keep it so suspiciously out of my own hands, and refuse me proper information? Much annoyance has been necessarily caused me, and which I feel will continue until you are compelled to throw light upon affairs strictly my own.

For the past year, I myself have been so frequently disappointed, and therefore compelled to disappoint others, that I again appeal for the oft sought for information to be placed before me for my government and guidance in the daily transactions consequent upon my establishment and home.

It may be necessary to say that no commissions or allowances of any kind paid to R. C. Weightman, will be sanctioned, and is hereby most peremptorily forbidden, as he is an defaulter of several thousand dollars to my Estate. For any payments to him by you, or with your sanction, you will be held rigidly and strictly accountable. Should Mr. R. C. Weightman, for any alleged cause, or under any pretence whatever, attempt to retain any monies belonging to my Estate, or refuse to pay monies due from him, I direct that, not only shall no such charge be countenanced or acknowledged, but that legal proceedings be hastened for the prompt recovery of such monies, and furthermore, that all securities of whatsoever nature, be included in such legal proceedings, if by bond and mortgage, that foreclosure be at once entered for the collection of the principal and interest.

In my note of 10th March last, I pointed out discrepencies in your

accounts, there appearing to be various sums due on loans uncollected or not credited, explanation was asked of you, but not given. You will please now reply to that note, and furnish the desired information.

I take this occasion to call your attention again to Mr. Barney's note of 29th Feby, in which you were requested to reinvest in Gov't loans. Any investment made by you since that date, not in accordance with the request therein contained, will not be sanctioned by me, but emphatically disapproved of.

Should you still persist in withholding monies from me—Income accruing during my minority—You are hereby instructed and enjoined, for the better security of both principal and income, not to make any further investments, except in Gov't loans, at its market value. These directions I also extend to all the present loans which you were directed to collect by my letter of the 18th inst.

I can see no cause for the sale of Mr. Long's property to be reinvested in like manner and on same security, except for the personal benefit of $70 or so, derived by your son, appointed Trustee without my knowledge, and who as such could have met with my most unqualified disapprobation. Yr obd't serv't,

MARY E. BARNEY.

I concur in the foregoing letter of my wife, Mary E. Barney, addressed to Mr. David Saunders, and request him to comply with the instructions therein given.

SAM'L CHASE BARNEY.
U. S. Navy.

Sept. 23d, 1848.

Recpt by Mrs. Barney.

Washington, July 15th, 1851.

Received of David Saunders and R. C. Weightman, trustess of the Estate of Ed. DeKrafft, deceased, in compliance with the within decree, (For said decree see page 373,) and in part satisfaction thereof, To wit:

A two story brick dwelling house and premises, now occupied by Mr. Carvello, in square 456.

A three story brick dwelling house and premises adjoining the former, and now occupied by Augustus E. Perry.

Also, a three story brick store house and premises, now occupied by Ober, on square 458, at the corner of 7th street and Louisiana Avenue.

Also a two story brick dwelling house in square 378, fronting on 10th street, and standing back from the street, being all of the real Estate, and also the following articles and monies on account of the personal Estate of said Edward DeKrafft, to wit:

A Judgment recovered in the Circuit Court of the District of Columbia by the said Trustees against Erasmus J. Middleton, on which there is still due the sum of $1520 principal debt, being the same debt as is known by the name of the loan to Raphael Jones.

Also a debt due by Thomas Purcell for $1514 58, being the same debt as is known by the name of the loan to Joseph S. Clarke, secured by deed of trust.

Also a debt due by William Gadsby of $500, and secured by deed of trust.

Also a debt due by Richard S. Coxe for $270 90 principal debt, balance due on his note, secured by deed of Trust.

Also a debt due by John M. Farrar for $1387 37 principal debt, secured by deed of trust.

Also a debt due by the same for $251 67, both principal debts secured by deed of Trust.

Also a debt due by Jno. W. DeKrafft for $2475, principal debt secured by deed of Trust.

Also a debt due by R. C. Weightman for $2078 07, principal debt secured by deed of trust.

Also two certificates for ten shares each of stock in the Rockville and Washington turnpike road.

Also a certificate for ten shares of stock in the Bank of the United States (four of which belong to the estate of Mrs. DeKrafft). Also imperfect certificate for one hundred and one shares of stock in the Bank of the Metropolis.

Also check for proceeds of one share of stock in Washington Theatre.

Also a check of D. Saunders, acting trustee, for $1658 26, on account of any balance which may be found against the said Trustees. It being understood and agreed that Mrs. Barney is not hereby precluded from objecting to the deficiency of the security of the debts due by R. H. Weightman, and is not to receive the said security unless so directed by the Court.

Signed JNO. A. LINTON,
Atty for Mr. and Mrs. Barney.

July 17, 51.

Whereupon the said complainant and defendants, by their respective soliciters, and with the consent of the court, set the said report of a hearing thereon, and the court, after a full hearing of the said respective soliciters, and after full and mature consideration, made the following decree in the premises.

Final Decree.

MARY E. BARNEY, by &c.
vs.
ROGER C. WEIGHTMAN & D. SAUNDERS. } In Chancery.

This cause having been set for hearing on sundry exceptions to the auditors first report, taken both on the part of the complainant and defendants, and the same having been heard and considered by the court, and the said report having been affirmed as to certain of said exceptions and reversed as to others, and as to some of said exceptions suspended or continued for further proof on the part of the defendants, and for the purpose of taking said further proof, and reforming said report according to said opinion of the court, said cause was again referred to the auditor, and the said cause being now set down for hearing by consent of counsel on the Bill, petition, answers, exhibits, general replication, deposition, proof, proofs, and said reports of the auditor, and the receipt of the complainant's counsel, dated the 17th July, 1851, filed before the auditor, marked (J. H. Linton) voucher No. 345, and the other proceedings in said cause, and the same having been heard and considered,

This Court is of opinion, and so decides, that the security taken by said defendants from Richard H. Weightman, for the said loan of two thousand seven hundred and seventy one dollars and seventy five cents, is not sufficient for that purpose, according to the spirit and true meaning of the Testator, Edward DeKrafft, expressed in his will on that subject: and therefore that the said trustees are not entitled to a credit therefor, or any part thereof. And it is this sixth day of December, eighteen hundred and fifty one, adjudged, ordered, and decreed by this court, and by the authority of the same, that in other respects the said second report be and the same is hereby confirmed, and further that the said defendants, David Saunders and Roger C. Weightman, are debtors to the complainant in the sum of five thousand six hundred and forty four dollars and eleven cents, with interest from the 17th day of July, 1851 till paid: and it is hereby further ordered and decreed, that the said defendants do pay to the said complainant the said sum of money and interest as aforesaid, and the costs of this suit.

JAS. S. MORSELL,
asst Judge, &c.

JAS. DUNLAP,
asst Judge, &c.

Test,
JNO. A. SMITH, *Clk.*

Appeal.

And thereupon the said Mary E. Barney, by her next friend, Max Woodhull, by her Solicitor aforesaid, prays an appeal from the Judgment and decree aforesaid, made by the court in the premises, to the Supreme Court of the United States, & to her it is granted: whereupon she files in court here the following appeal bond, to wit:

Appl Bond.

Know all men by these presents, that we, Samuel Chase Barney, Jno. A. Linton, are held and firmly bound unto David Saunders & Roger C. Weightman, in the full and just sum of five hundred dollars, lawful money, to be paid to the said David Saunders & Roger C. Weightman, their certain Attorney, executors, administrators, or assigns, to which payment well and & truly to be made and done, we bind ourselves & each of us, our & each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 17th day of January, eighteen hundred and fifty-three.

Whereas as a circuit court of the District of Columbia, sitting in Equity for Washington County, at October term, 1851, in a cause wherein Mary E. Barney, by her next friend, Maxwell Woodhull, was complainant, and the said David Saunders, Roger C. Weightman & Saml Chase Barney were defendants, a decree was rendered in the premises, by which the said complainant feels himself aggrieved, and from which she has prayed and entered an appeal to the Supreme Court of the United States.

Now the condition of the above obligation is such, that if the said Mary E. Barney, by her next friend, shall prosecute her said Appeal with effect and answer all damages and costs, if she fails to make her plea good, then the above obligation to be null and void, otherwise to remain in full force and virtue.

SAMUEL CHASE BARNEY.

Signed, Sealed and delivered in presence of Saml Chilton

JNO. A. LINTON.

Approved by the Court. Test.

JNO. A. SMITH, Clk.

And the same being approved of, it is ordered that a record of the proceedings aforesaid with all things thereunto related, be transmitted to the said Supreme Court, which is done accordingly.

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Clks Certe.

In testimony that the aforegoing are true, transcripts of the record and proceedings in the said cause, I have hereunto subscribed my name and affixed the Seal of the said court for the County aforesaid, this 17th day of January, in the year Eighteen hundred and fifty-three.

JOHN A. SMITH,
Clk.